基石投资协议

2025年8月5日

GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.
（广州银诺医药集团股份有限公司）

及

JUNE STAR GLOBAL LIMITED
(駿昇環球有限公司)

及

中信證券（香港）有限公司

中信里昂證券有限公司

中国国际金融香港证券有限公司

（排名不分先后）

及

德意志银行香港分行

麦格理资本股份有限公司

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本协议（本“**协议**”）于2025年8月5日订立

订约方：

(1) **广州银诺医药集团股份有限公司**（**GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.**），一家于中国注册成立的股份有限公司，注册地址为中国广东省广州市黄浦区中新广州知识城腾飞二街2号自编号创意楼H座409室（“**本公司**”）；

(2) **駿昇環球有限公司 (JUNE STAR GLOBAL LIMITED)**，一家在英属维京群岛注册成立的公司，其注册办事处位于FLAT D, 10/F, BLK 4, VILLA ATHENA, MA ON SHAN, NT（**“投资者”**）；

(3) **中信證券（香港）有限公司**，地址为香港金钟道88号太古广场一期18楼（“**中信證券**”）；

(4) **中信里昂證券有限公司**，地址为香港金钟道88号太古广场一期18楼（“**中信里昂**”）；

(5) **中国国际金融香港证券有限公司**，地址为香港中环港景街1号国际金融中心第一期29楼（“**中金**”）；

（排名不分先后）

(6) **德意志银行香港分行**，地址为香港九龙柯士甸道西1号环球贸易广场60楼（“**德意志银行**”）；

(7) **麦格理资本股份有限公司**，地址为香港中环港景街1号国际金融中心第一期22楼（“**麦格理**”）；

（排名不分先后）**中信證券**及**中金**为“**联席保荐人**”，各自为“**联席保荐人**”；

（排名不分先后）**中信里昂**、**中金**、**德意志银行**及**麦格理**合称为“**整体协调人**”，各自为“**整体协调人**”。

叙文：

(A) 本公司已申请通过全球发售（“**全球发售**”）使其H股（定义见下文）于联交所（定义见下文）上市，当中包括：

(i) 本公司作出的公开发售，以供香港公众认购3,655,800股H股（可予重新分配）（“**香港公开发售**”）；及

(ii) 本公司在美国境外根据S规例（定义见下文）在离岸交易中向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的32,900,600股

H股（可予重新分配且视乎发售量调整权（定义见招股章程）及超额配售权（定义见下文）行使与否而定）（"**国际发售**"）。

(B) （排名不分先后）**中信證券**及**中金**担任联席保荐人；以及（排名不分先后）**中信里昂**、**中金**、**德意志银行**及**麦格理**担任全球发售的整体协调人。

(C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

"**联属人士**"，除非文意另有所指，就特定个人或实体而言，指通过一个或多个中间机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，"控制"一词（包括"控制中"、"受……控制"及"与……受共同控制"）指拥有直接或间接权力指示或安排他人指示某人士的管理及政策，不论是通过拥有有表决权证券、合约抑或其他方式；

"**总投资金额**"指发售价乘以投资者股份数目之金额；

"**批准**"具有第6.2(vii)条所给予的涵义；

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

"**经纪佣金**"指按《上市规则》费用规则第7(1)段规定以总投资金额的1.0%计算的经纪佣金；

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

"**中央结算系统**"指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

"**交割**"指根据本协议条款和条件认购投资者股份的交割；

"**《公司条例》**"指经不时修订、补充或另行修改的《公司条例》（香港法例第622章）；

"**《公司（清盘及杂项条文）条例》**"指经不时修订、补充或另行修改的《公司（清盘及杂项条文）条例》（香港法例第32章）；

"**关连人士／核心关连人士**"具有《上市规则》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；

"**关联关系**"具有中国证监会备案规则赋予该词的涵义，并须据此解释；

"**《合约（第三者权利）条例》**"指经不时修订、补充或另行修改的《合约（第三者权利）条例》（香港法例第623章）；

除非文意另有所指，"**控股股东**"具有《上市规则》所赋予的涵义，复数形式的"**控股股东**"须据此解释；

"**中国证监会**"指中国证券监督管理委员会；

"**中国证监会备案规则**"指中国证监会发布的经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

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

就任何相关股份而言，"**处置**"包括直接或间接：

(i) (A)对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，而不论是直接还是间接，有条件还是无条件；或者(B)就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益拥有权或当中的任何权益，或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布有意进行、订立上文第(i)至(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)至(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及"**处置**"须相应解释；

"**费用规则**"指在联交所网站上「费用规则」一节不时登载的规管上市费或发行费以

及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

"**FINI**"具有《上市规则》所赋予的涵义；

"**全球发售**"具有叙文(A)所给予的涵义；

"**有关政府部门**"指任何政府、监管或管理委员会、委员会、机关、当局、部门或机构，或任何证券交易所、自律组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）；

"**本集团**"指本公司及其附属公司；

"**新上市申请人指南**"指联交所发布的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

"**港元**"指香港的法定货币；

"**香港**"指中国香港特别行政区；

"**香港公开发售**"具有叙文(A)所给予的涵义；

"**H股**"本公司股本中每股面值为人民币1.00元的普通股， 将于联交所主板上市及买卖；

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

"**国际发售**"具有叙文(A)所给予的涵义；

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

"**投资者相关信息**"具有第6.2(x)条所给予的涵义；

"**投资者股份**"指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定；

"**法律**"指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

"**征费**"指总投资金额0.0027%的证监会交易征费（或上市当日的交易征费），

0.00565%的联交所交易费（或上市当日的交易费）及0.00015%的香港会计及财务汇报局交易征费（或上市当日的交易征费）；

“**上市日期**”指H股首次于联交所主板上市的日期；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》和联交所的上市决定、指南、指引和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第5.1条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的H股每股的最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配售权**”具有国际发售通函所给予的涵义；

“**各方**”指本协议指明的各方；及在文意所需之处，“**一方**”指他们中的任何一方；

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“**专业投资者**”具有《证券及期货条例》附表一第1部分所给予的涵义；

“**自营投资基准**”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“**S规例**”指《证券法》下的S规例；

“**监管机构**”具有第6.2(x)条所给予的涵义；

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

"**人民币**"指中国的法定货币人民币；

"**《证券法》**"指《1933年美国证券法》（经不时修订、补充或以其他方式修改，以及据此颁布的规则和条例）；

"**香港证监会**"指香港证券及期货事务监察委员会；

"**《证券及期货条例》**"指经不时修订、补充或另行修改的《证券及期货条例》（香港法例第571章）；

"**联交所**"指香港联合交易所有限公司；

"**附属公司**"具有《公司条例》所给予的涵义；

"**美国**"指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

"**美元**"指美国的法定货币；及

"**美国人士**"具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(i) 凡提述"**条款**"、"**分条**"或"**附表**"之处均为提述本协议的条款、分条或附表；

(ii) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(iii) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；

(iv) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(v) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(vi) 凡提述法规、法定条文、规例或规则之处均包括提述：

(a) 根据任何法规、法定条文、规例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；

(b) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及

(c) 据此作出的任何附属立法；

(vii) 对"法规"的提述包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何法规、规则、官方指令、意见、通知、通告、命令、要求或指南（无论是否具有法律效力）；

(viii) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(ix) 凡提述"**人士**"之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(x) 凡提述"**包括**"之处须分别解释为包括但不限于；及

(xi) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第 3 条所述条件（或由各方共同豁免，但第 3.1(i)、3.1(ii)、3.1(iii)和3.1(iv)条所载条件不得予以豁免，且第 3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免）后及在本协议其他条款和条件的规限下：

(i) 根据和作为国际发售的一部分，通过整体协调人及／或其联属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及／或交付（视情况而定）或安排他人分配及／或交付（视情况而定）投资者股份；及

(ii) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

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

(i) 投资者应促使该全资附属公司于该日期向本公司、联席保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议作出的相同协议、声明、保证、承诺、承认及确认约束，以及投资者在本协议作出的协议、声明、保证、承诺、承认及确认应视为投资者为自身及代表该全资附属公司作出；及

(ii) 投资者 (i)无条件及不可撤销地向本公司、联席保荐人及整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出完全且有效的弥偿并使各获弥偿方获得弥偿。

投资者在本第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、联席保荐人及整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而毋须本公司、联席保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，"投资者"一词在本协议应解释为包括该全资附属公司。

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

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

3. 交割条件

3.1 投资者在本协议下根据第 2.1 条认购投资者股份的义务，及本公司和整体协调人根据第 2.1 条发行、配发、配售、分配及／或交付（视情况而定）或安排他人发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务，仅以于交割之时或之前满足或各方共同宽免下述各项条件（但第 3.1(i)、3.1(ii)、3.1(iii)和 3.1(iv)条所载条件不得予以豁免，且第 3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免）为条件：

(i) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以豁免或更改），以及前述包销协议概未被终止；

(ii) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价，并同意签署定价协议；

(iii) 联交所上市委员会已批准H股上市及允许买卖股份（包括投资者股份）以及其他适用豁免和批准，有关批准、允许或宽免在H股开始于联交所买卖前未被撤销；

(iv) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

(v) 投资者各自在本协议下的声明、保证、承诺、承认及确认在所有方面均属或将属真实、准确和完整且无误导或欺诈成份，以及投资者并无严重违反本协议。

3.2 倘各方未能于本协议日期后一百八十（180）日（或本公司、投资者、联席保荐人及整体协调人可能书面协定的其他日期）当日或之前履行或共同豁免第 3.1 条所载

任何条件（但第 3.1(i)、3.1(ii)、3.1(iii)和 3.1(iv)条所载条件不得予以豁免，且第3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免），投资者认购及本公司及整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排他人发行、配发、配售、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支付予任何其他方的任何款项将由该方在商业上实际可行的情况下尽快退还予投资者（不计利息），而本协议将告终止及失效，且本公司、联席保荐人及／或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第 3.2 条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免存疑，本条款不得被解释为授予投资者权利，以纠正于截至本条所述日期的期间内的任何违反投资者在本协议项下作出的各自的声明、保证、承诺、承认及确认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，而倘全球发售在拟定日期及时间前基于任何原因而延迟或终止、没有落实进行或未完成或根本无法完成，则本公司、联席保荐人及整体协调人对投资者概不承担任何责任。投资者谨此放弃由于全球发售在拟定日期及时间前基于任何原因而推迟或终止、没有落实进行或未完成或根本无法完成，而向本公司、联席保荐人及／或整体协调人或其各自的附属公司、联属人士、高级人员、董事、雇员、员工、联系人、合伙人、代理人、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 在第 3 条及本第 4 条的规限下，投资者将根据国际发售及作为其中一部分以及通过整体协调人（及／或他们各自的联属人士）以他们作为国际发售相关部分的国际包销商的国际代表的身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或于延迟交付日期按本公司及整体协调人厘定的时间及方式予以认购。倘本公司、联席保荐人及整体协调人认为无法于上市日期符合《上市规则》第8.08(3)条（其规定本公司前三名最大公众股东实益拥有的 H 股不得超过 50%），《上市规则》第 8.08(1)条最低公众持股量的规定，或《上市规则》第 8.08A 条自由流通量的规定，则本公司、联席保荐人及整体协调人有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保符合《上市规则》第 8.08(1)条、第 8.08A 条及第 8.08(3)条的规定。此外，联席保荐人、整体协调人及本公司有权全权酌情调整投资者股份数目，以符合《上市规则》的规定。

4.2 无论投资者股份的交付时间及方式如何，投资者须在紧接上市日期前的营业日下午五时三十分（香港时间）或之前按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（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 倘整体协调人全权酌情厘定将于迟于上市日期的某一日期（“**延迟交付日期**”）交付全部或任何部分投资者股份，整体协调人须(i)不迟于上市日期前 两（2）个营业日

书面告知投资者将会延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前 两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于可以行使超额配售权的最后日期后三（3）个营业日。倘投资者股份将于延迟交付日期交付给投资者，投资者仍须按第 4.2 条所述就投资者股份作出支付。

4.4 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（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者不迟于上市日期前两（2）个营业日或根据第 4.3 条厘定的延迟交付日期书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。

4.5 在不影响第 4.3 条的情况下，投资者股份的交付亦可按本公司、联席保荐人、整体协调人及投资者书面协定的任何其他方式进行，惟投资者股份的交付须不迟于超额配售权可获行使截止日期后的三(3)个营业日，且不论投资者股份的交付的时间及方式为何，投资者股份的支付须不迟于紧接上市日期前的营业日的下午五时三十分（香港时间）进行。

4.6 倘未在本协议规定的时间并按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人及整体协调人各自全权酌情保留终止本协议的权利，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将告终结及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第 6.5 条悉数支付总投资金额以及经纪佣金和征费而蒙受或招致的任何损失、成本、费用、索赔、负债、诉讼或损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免于承担赔偿责任并使其获得全面弥偿。

4.7 倘因超出本公司、联席保荐人或整体协调人（视情况而定）控制范围的情况（包括但不限于天灾、洪水、战争（无论是否宣战）、流行病或疾病爆发、与流行病或疾病爆发有关的政府规定、恐怖主义、火灾、暴乱、起义、内乱、任何工业行动、罢工、停工或其他形式的辞职和罢工、电力和其他供应的普遍故障、碰撞、技术故障、意外故障、机械故障、电气故障、计算机故障、银行系统故障、禁运、劳动纠纷、任何现有或未来法律的变化或任何现有或未来的政府行为等）导致本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、高级人员、董事、雇员、员工、联系人、合伙人、代理人、顾问及代表（视情况而定）各自未能履行或延迟履行其在本协议项下的义务，则上述人士概不承担任何责任（无论是共同还是个别承担），而在此情况下，本公司、联席保荐人及整体协调人保留自行决定终止本协议的权利，且在此情况下，本公司、联席保荐人及整体协调人的一切义务及责任应失效及终止；惟根据第 4.7 条终止本协议并不影响任何一方在终止时或之前就其条款对其他方已产生的权利或责任。

5. 对投资者的限制

5.1 在第 5.2 条的规限下，投资者向本公司、联席保荐人及整体协调人议定、契诺并向其承诺，未经本公司、联席保荐人及整体协调人各自的事先书面同意，投资者不会（不论直接或间接）于上市日期起（包含该日）至上市日期后九（9）个月（包含该日）止期间（"**禁售期**"）内任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使或代表有权收取上述证券的证券，或同意、订立协议或公开宣布有意进行该交易；(ii)允许自己在其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《收购、合并及股份回购守则》）；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

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

(i) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(ii) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；

(iii) 投资者及投资者的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，并共同及各别地承担本协议订明的所有法律责任及义务；

(iv) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须敦促该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、联席保荐人及整体协调人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第 5 条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(v) 该全资附属公司是 (i)非美国人士；(ii)位于美国境外；并(iii)将根据 S 规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除非取得本公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权应低于本公司全部已发行股本的 10%（或于《上市规则》中不时就"主要股东"的界定规定的其他百分比），且其将不会成为本公司的核心关连人士。投资者同意，倘投资者及其紧密联系人在本公司已发行股份总数中所持（直接及间接）总额可能达到或超过 10%（或《上市规则》不时就"主要股东"的定义规定的其他百分比，或导致

投资者的股权根据《上市规则》或联交所不被视为由公众人士持有的其他百分比），投资者应尽快就有关情况向本公司、联席保荐人及整体协调人提供书面通知。自上市日期起及之后，投资者及其紧密联系人在本公司已发行股份总数中的持股总额（直接及间接）将不会导致公众股东持有的 H 股比例低于《上市规则》第 8.08 条规定的比例或联交所不时规定的适用于本公司的其他比例。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权并订立本协议，及应本公司、联席保荐人及／或整体协调人合理请求向本公司、联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联属人士、联系人及他们各自的实益拥有人均不得于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的 H 股。

5.5 投资者及其联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第 4.15 章）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认及承诺概无投资者或其联属人士、董事、监事、高级人员、雇员、代理人或代表已经或将要订立该等安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者向本公司、联席保荐人及整体协调人及各自承认、声明、承诺、保证、同意和确认：

(i) 本公司、联席保荐人和整体协调人各自及他们各自的附属公司、联属人士、董事、监事、高级人员、雇员、代理人、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，以及若全球发售因故延迟、未继续进行或未完成，前述人士概不会对投资者负有任何法律责任；

(ii) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；

(iii) 根据《上市规则》或 FINI 要求向联交所提交的与投资者相关的信息将与本公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向整体协调人披露，且所有相关信息在所有方面均属真实、完整和准确，并无误导成份；

(iv) 发售价将完全根据本公司与整体协调人（为其本身及代表全球发售的其他包销商）订立的协议及全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(v) 投资者股份将由投资者通过整体协调人及／或其联属人士以他们作为国际发售的国际包销商的国际代表之身份认购；

(vi) 投资者将根据及依据本公司公司章程细则或其他组织章程文件、适用法律及本协议的条款和条件接受投资者股份；

(vii) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市规则》附录 F1 所载的配售指引及新上市申请人指南第 4.14 章，在国际发售与香港公开发售之间的重新分配H股，或联交所可能批准及不时适用于本公司的其他比例影响；

(viii) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及／或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；

(ix) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而豁免任何其他适用法律或不受该等法律规限的交易除外；

(x) 其明白及同意，仅可依据 S 规例在美国境外于“离岸交易”（定义见 S 规例）中转让投资者股份，且须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(xi) 其明白，本公司、联席保荐人和整体协调人或国际发售的任何国际包销商均未就《证券法》下用于后续再发售、重售、质押或转让投资者股份的任何可用豁免的可用性作出任何声明；

(xii) 除非第 5.2 条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；

(xiii) 其已收取（及可能在日后收取）可能构成有关投资者及其联属人士（视情况而定）投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》），及其：(a)在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“**获授权接收人**”）过

错以外的原因而成为公开信息之前，除严格以按需知情基准向其获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(b)尽力确保其获授权接收人（按照本第6.1(xiii)条向其披露有关信息的人士）除以严格按需知情基准向其他获授权接收人披露外，不得向其他人士披露；及(c)不得及将确保其获授权接收人（按照本第 6.1(xiii)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易H股或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括《上市规则》及任何内幕交易条文）；

(xiv) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：

(a) 招股章程草案或初步发售通函草案或可能提供（不论书面或口头）予投资者及／或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(b) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(c) 初步发售通函草案或招股章程草案或可能向投资者及／或其代表提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(xv) 本协议整体或单独不构成在美国或于其中作出发售证券要约属非法的任何其他司法管辖区作出有关要约；

(xvi) 投资者、其任何联属人士或代其行事的任何人士均未曾且不会参与任何有关 H 股的定向销售活动（定义见 S 规例）、一般招揽或一般广告宣传，或以任何方式涉及就 H 股进行的公开发售（定义见《证券法》第 4(2)条）；

(xvii) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险必要或可取的其

他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资者股份的所有文件和信息；

(xviii) 在作出投资决定时，投资者仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及／或整体协调人（包括其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何法律责任；

(xix) 联席保荐人、整体协调人、全球发售的其他包销商及其各自董事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(xx) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；

(xxi) 投资者已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或其他包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、附属公司、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者

股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；

(xxii) 其明白，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、彼等各自的附属公司、联系人、合伙人、联属人士、董事、高级人员、雇员、顾问、代理人或代表及其他参与全球发售的人士并未就将存在投资者股份的公开市场作出担保；

(xxiii) H 股买卖须遵守适用法律（包括《证券及期货条例》、《上市规则》、《证券法》及任何适用法律对H股买卖的其他限制或任何具资格的证券交易所的相关规则）；

(xxiv) 若全球发售因故推迟或终止或未完成，则本公司、联席保荐人、整体协调人或其各自任何联系人、附属公司、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表或任何其他参与全球发售的人士概不对投资者或其附属公司负有任何法律责任；

(xxv) 本公司及整体协调人对变更或调整(a)全球发售项下待发行的 H 股股数； (b)香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权；及(iii)联交所可能批准并遵守适用法律而对提呈发售的 H 股作出其他调整或重新分配；

(xxvi) 投资者已同意将于紧接上市日期前一营业日下午五时三十分（香港时间）或根据第 4.5 条约定的该等其它日期之时或之前支付总投资金额及有关经纪佣金和征费；

(xxvii) 本公司、联席保荐人及整体协调人有权全权酌情调整投资者股份的分配，以满足《上市规则》第 8.08(3)条的规定，即在上市日期公众持有的 H 股中，三名最大公众股东实益拥有的 H 股不得超过 50%，《上市规则》第 8.08(1)条的最低公众持股量规定，以及《上市规则》第 8.08A 条的自由流通量规定，或经联交所批准的其他规定；

(xxviii)公司不认可任何并非根据本协议规定进行的H股要约、出售、质押或其他转让；

6.2 投资者向本公司、联席保荐人及整体协调人进一步承认、声明、保证及承诺：

(i) 其已依据其注册成立地点的法律妥为注册成立及有效存续及信誉良好，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；

(ii) 其符合资格接收及使用本协议（其中包括本协议、招股章程草案及初步发售通函草案）项下的资料，且不会违反适用于投资者的所有法律或要求投资者所在司法管辖区内的任何注册或许可；

(iii) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(iv) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(v) 本协议已经由投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(vi) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(vii) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（"**批准**"）均已取得及具备十足效力及作用，且并非失效、被撤回、被撤销或被搁置，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、联席保荐人及整体协调人；

(viii) 投资者应根据要求，在合理可行的范围内尽快向本公司、联席保荐人及／或整体协调人及其各自的联系人提供联交所和其他政府部门可能要求的资料；

(ix) 投资者签立及交付本协议，及其履行本协议、认购投资者股份及完成本协议拟进行之交易将不会违反或导致投资者违反：(a)投资者组织章程大纲及细则或其他组织章程文件或(b)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式适用于投资者的法律或(c)对投资者具有约束力的任何协议或其他文书或(d)对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；

(x) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为"**监管机构**"）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、联席保荐人及／或整体协调人提供信息（包括但不限于：(a)投资者及其最终实益拥有人及／或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和注册成立地）；(b)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(c)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及／或(d)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为"**投资者相关信息**"），并接受

及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、整体协调人各自及其各自联属人士、联系人、附属公司、代理人、董事、监事、高级人员、雇员、合伙人、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和／或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

(xi) 投资者拥有有关财务及商业事宜的知识及经验，以致(a)其能评估投资者股份潜在投资的优点及风险；(b)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；(c)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(d)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(xii) 其常规业务为买卖股份或债权证，或其是专业投资者，通过订立本协议，其并不是有关本协议下拟议交易的任何联席保荐人、整体协调人的客户或资本市场中介人；

(xiii) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；

(xiv) 如果其于美国境外认购投资者股份，那么其是在 S 规例所指“离岸交易”中如此行事且其并非美国人士；

(xv) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；

(xvi) 投资者及其实益拥有人及／或联系人：(a)为独立于本公司的第三方；(b)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会导致投资者或其实益拥有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）；(c)具有财务能力并将利用其自身的财务资源履行本协议项下所有义务；(d)并非受(A)本公司任何核心关连人士（定义见《上市规则》）或(B)本公司、本公司或任何其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，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；(e)不属于《上市规则》附录 F1（股本证券的配售指引）第 5 段所述的任何类别的人士；及(f)与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、联席保荐人和整体协调人；

(xvii) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

(xviii) 投资者、其实益拥有人及／或联系人各自均非(a)联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、全球发售的包销商或任何分销商中任何人士的"关连客户"；或(b)本公司现有股东的"紧密联系人"。词语"关连客户"及"分销商"具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(xix) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语"全权管理投资组合"具有《上市规则》附录 F1（《股本证券的配售指引》）赋予其的涵义；

(xx) 投资者、 其实益拥有人及其联系人均非本公司的董事（包括前 12 个月内的董事）、监事或当前股东或其紧密联系人或上述任何人士的代名人；

(xxi) 除先前已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 获配售者名单范本所载，或 FINI 界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（"基石投资者"除外）；或(b)《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；

(xxii) 投资者并未且将不会与任何"分销商"（定义见 S 规例）就 H 股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；

(xxiii) 认购投资者股份将遵守《上市规则》附录 F1（《股本证券的配售指引》）及新上市申请人指南第 4.15 章的条文以及证监会发出的所有相关指引；

(xxiv) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，任何一名联席保荐人或整体协调人、或全球发售的任何一名包销商的（直接或间接）融资；

(xxv) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关连关系；

(xxvi) 除依据本协议外，投资者或任何其联系人及实益拥有人均未申请全球发售下的任何 H 股或通过簿记建档过程就全球发售下的任何股份下达订单；

(xxvii) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；

(xxviii)除非事先以书面形式向本公司、联席保荐人和整体协调人披露，否则投资者、其实益拥有人和／或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；

6.3 投资者向本公司、联席保荐人及整体协调人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和／或本公司、联席保荐人及整体协调人及其各自联属人士的要求提供和／被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性。在不损害第 6.1(ii)条条文的前提下，若在本公司、联席保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、联席保荐人及整体协调人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及／或本公司、联席保荐人及／或整体协调人合理要求的其他事宜的进一步的信息及／或证明文件，以确保其各自遵守适用法律及／或公司或证券登记规定及／或主管监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

6.4 投资者明白，依据香港法律及美国证券法及其他规定须作出第 6.1 及 6.2 条所载保证、承诺、声明、确认及承认。投资者承认，本公司、联席保荐人、整体协调人及全球发售的其他包销商及其各自附属公司、代理人、联属人士、顾问、联系人、董事、职员、雇员、合伙人、代表及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性时立即书面通知本公司、联席保荐人及整体协调人。

6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、联席保荐人、整体协调人及全球发售的其他包销商（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“**获弥偿方**”）就获弥偿方由于投资者或其的全资附属公司（该全资附属公司将持有相关股份）或其各自高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以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、亏损或开支作出全额及有效弥偿，并保障其不受损害。

6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 本公司声明、保证及承诺：

(i) 其依据中国法律妥为注册成立及有效存续；

(ii) 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；

(iii) 在第 5.1 条所载全额付款及禁售期的规限下，投资者股份将在按照第 4.4 条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的 H 股享有同等地位；

(iv) 本公司、其控股股东、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事、高级人员、雇员或代理人订立不符合《上市规则》（包括新上市申请人指南第 4.15 章）的任何协议或安排（包括任何附函）；及

(v) 除本协议规定的外，本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可：

(i) 根据第 3.2 条、第 4.6 条或第 4.7 条予以终止；或

(ii) 倘若投资者（或在根据第 2.2 条透过投资者的全资附属公司认购投资者股份或根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一联席保荐人及整体协调人单方予以终止（不管本协议中是否有任何相反规定）；或

(iii) 经所有各方书面同意予以终止。

7.2 倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外），各方于本协议下的权利及责任（除下文第 11 条所载权利外）须终止，且任何一方均不得针对任何其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。尽管有上述情况，第 6.5 条、第 10 条、第 12 条、第 13 条及投资者在此作出的弥偿应在本协议终止后继续有效。

8. 公告及保密

8.1 除本协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(i) 联交所、香港证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受之监管的其他监管机构，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将发行的公开文件及本公司或代表本公司、联席保荐人及／或整体协调人将发行的与全球发售有关的营销、路演材料、展示文件及其他公告或展示文件中进行描述；

(ii) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(a)促使该方各人士知悉并遵守本协议所载的所有保密义务及(b)依然对该等人士任何违反该等保密义务的行为承担责任；及

(iii) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，但投资者已经提前咨询本公司、联席保荐人及整体协调人已就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第 8.1 提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、联席保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系、其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人及／或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。在不影响第 8.3 条的情况下，投资者不可撤销地同意，在公开文件、营销及路演材料及其他公告及文件中，披露投资者的姓名、本协议的描述，投资者的背景资料及其／与公司、联席保荐人、整体协调人、承销商及参与全球发售的其他人士的关系。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第 9.2 条规定的方式发送至以下地址：

若发送至本公司，则发送至：

地址： 中国上海浦东新区蔡伦路720弄1号201-204室
邮箱： projectqingyun@innogenpharm.com
收件人： 金今

若发送至投资者，则发送至：

地址： FLAT D, 10/F, BLK 4, VILLA ATHENA, MA ON SHAN, NT
邮箱： liguozhen.cool@163.com
收件人： 李帼珍

若发送至中信證券，则发送至：

地址： 香港金钟道 88 号太古广场一期 18 楼
邮箱： ProjectQingyun@clsa.com
传真： +852 2169 0801
收件人： Qingyun 交易团队

若发送至中信里昂，则发至：

地址： 香港金钟道 88 号太古广场一期 18 楼
邮箱： ProjectQingyun@clsa.com
传真： +852 2169 0801
收件人： Qingyun 交易团队

若发送至中金，则发至：

地址： 香港中环港景街 1 号国际金融中心一期 29 楼
邮箱： ib_project_qingyun@cicc.com.cn
传真： +86 10 6506 1166
收件人： IB QingYun team

若发送至德意志银行，则发至：

地址： 香港九龙柯士甸道西 1 号环球贸易广场 60 楼
邮箱： andrew.zhong@db.com
传真： 不适用
收件人： Andrew Zhong

若发送至麦格理，则发至：

地址： 香港中环港景街 1 号国际金融中心一期 22 楼
邮箱： maccapacsecmasiatransactionexecution@macquarie.com
传真： +852 3922 5797
收件人： ECM Syndicate

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

10. 一般条款

10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。

10.2 除明显错误外，就本协议目的而言，本公司、联席保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第 4.2 条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。

10.3 本协议中规定的联席保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。联席保荐人或整体协调人对任何其他联席保荐人或整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，各联

席保荐人及整体协调人应在适用法律允许的范围内有权单独或与任何其他联席保荐人或整体协调人共同强制执行其在本协议下的任何或所有权利。

10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。

10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签立。

10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易所产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 即使根据第 4 条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。

10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。

10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：

(i) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且

(ii) 未经第 10.11(i)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。

10.12 各联席保荐人及整体协调人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该联席保荐人及整体协调人仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他

权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。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，除非该豁免以书面形式作出且经被请求豁免的一方签署。

10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(i) 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

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

10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为本公司、联席保荐人或整体协调人内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、联席保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。

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

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院被呈递及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有

充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃与任何此类法律程序相关的任何此类豁免并同意不以其为理由进行申辩或申索。

13. 法律程序文件代理

13.1 投资者不可撤销地委任施雪玲女士（地址为香港湾仔皇后大道东 248 号大新金融中心 40 楼）为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否被转寄至投资者或由投资者接收）。

13.2 如果因任何原因法律程序文件代理无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意委任本公司、联席保荐人及整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的 30 天内向本公司、联席保荐人及整体协调人发送其接受委任文件的副本。

14. 复本

14.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签立。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立复本的签署页是有效的递送方式。

本协议已于文首所载日期由本协议各方正式授权签署人签立，**以资证明**。

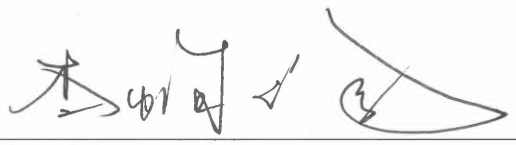
为及代表：

广州银诺医药集团股份有限公司
（GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.）

姓名：WANG QINGHUA
职务：执行董事兼总经理

为及代表：

JUNE STAR GLOBAL LIMITED
（駿昇環球有限公司）



姓名：李帼珍
职务：董事

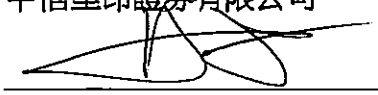
为及代表：

中信證券(香港)有限公司

姓名：Peter Ng
职务：执行董事

为及代表：

中信里昂證券有限公司



姓名：Heung Li
职务：董事总经理

为及代表：

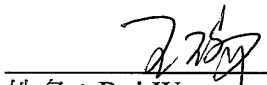
中国国际金融香港证券有限公司

Liang Jin

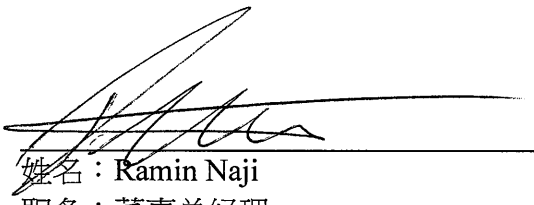
姓名：Jin Liang
职务：董事总经理

为及代表：

德意志银行香港分行



姓名：Rui Wang
职务：董事总经理



姓名：Ramin Naji
职务：董事总经理

为及代表：

麦格理资本股份有限公司

Wendy Zhai

姓名：Wendy Zhai
职务：董事总经理

姓名：Yixiao Dong
职务：副总裁

为及代表：

麦格理资本股份有限公司

_____

姓名：Wendy Zhai
职务：董事总经理

_____

姓名：Yixiao Dong
职务：副总裁

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于500万美元的港元（按招股章程中“有关本招股章程及全球发售的资料 — 汇率转换”一节所载之港元兑美元汇率计算得出）（不包括投资者就投资者股份支付的经纪佣金及征费）除以(2)发售价，向下取整至最接近200股H股的每手买卖单位。

本公司及整体协调人有权全权酌情调整投资者股份的分配，以确保符合(i)上市规则第8.08(3)条的规定，其规定上市时由公众人士持有的H股中，由公司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%；(ii)第8.08(1)条规定的最低公众持股量要求；及(iii)第8.08A条规定的自由流通量要求。此外，整体协调人及公司可全权酌情调整投资者股份的分配，以符合上市规则附录F1（股本证券的配售指引）。

附表二

投资者详情

投资者

注册成立地：	英属维尔京群岛
注册证书编号：	2118749
商业登记号码：	N/A
商业地址、联络电话号码及联络人：	李帼珍 +86 13902800321 FLAT D, 10/F, BLK 4, VILLA ATHENA, MA ON SHAN, NT
主要业务：	金融、医药及相关行业的中至长期投资
最终控股股东：	李帼珍
最终控股股东的注册地：	N/A
最终控股股东的商业登记号码：	N/A
最终控股股东的主要业务：	N/A
股东及持有之权益：	李帼珍 100%
将纳入招股章程中的有关投资者的描述：	June Star Global Limited (駿昇環球有限公司) ("**June Star**") is a limited company incorporated under the laws of British Virgin Islands on February 23, 2023 and is primarily engaged in medium -to long-term investments across financial, pharmaceutical and related sectors. As of the Latest Practicable Date, June Star was wholly-owned by LI Guozhen, an independent third party and an experienced investor with over 10 years of investment experience, including medium- to long-term opportunities in healthcare industry, and has participated in various Hong Kong IPOs through international placements.

相关投资者类别（按规定载入联交所FINI承配人名单范本或FINI平台就有关配售须披露	基石投资者

基石投资协议

2025年8月5日

GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.
（广州银诺医药集团股份有限公司）

及

MARKETINGFORCE MANAGEMENT LTD
(迈富时管理有限公司)

及

中信證券（香港）有限公司

中信里昂證券有限公司

中国国际金融香港证券有限公司

（排名不分先后）

及

德意志银行香港分行

麦格理资本股份有限公司

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本协议（本“**协议**”）于2025年8月5日订立

订约方：

(1) **广州银诺医药集团股份有限公司**（**GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.**），一家于中国注册成立的股份有限公司，注册地址为中国广东省广州市黄浦区中新广州知识城腾飞二街2号自编号创意楼H座409室（“**本公司**”）；

(2) **迈富时管理有限公司 (MARKETINGFORECE MANAGEMENT LTD)**，一家在开曼群岛注册成立的公司，其注册办事处位于Suite #4-210, Governors Square, 23 Line Tree Bay Avenue, PO Box 32311, Grand Cayman KY1-1209, Cayman Islands（**“投资者”**）；

(3) **中信證券（香港）有限公司**，地址为香港金钟道88号太古广场一期18楼（“**中信證券**”）；

(4) **中信里昂證券有限公司**，地址为香港金钟道88号太古广场一期18楼（“**中信里昂**”）；

(5) **中国国际金融香港证券有限公司**，地址为香港中环港景街1号国际金融中心第一期29楼（“**中金**”）；

（排名不分先后）

(6) **德意志银行香港分行**，地址为香港九龙柯士甸道西1号环球贸易广场60楼（“**德意志银行**”）；

(7) **麦格理资本股份有限公司**，地址为香港中环港景街1号国际金融中心第一期22楼（“**麦格理**”）；

（排名不分先后）**中信證券**及**中金**为“**联席保荐人**”，各自为“**联席保荐人**”；

（排名不分先后）**中信里昂**、**中金**、**德意志银行**及**麦格理**合称为“**整体协调人**”，各自为“**整体协调人**”。

叙文：

(A) 本公司已申请通过全球发售（“**全球发售**”）使其H股（定义见下文）于联交所（定义见下文）上市，当中包括：

(i) 本公司作出的公开发售，以供香港公众认购3,655,800股H股（可予重新分配）（“**香港公开发售**”）；及

(ii) 本公司在美国境外根据S规例（定义见下文）在离岸交易中向投资者（包括

向香港的专业和机构投资者配售）有条件地配售本公司发售的32,900,600股H股（可予重新分配且视乎发售量调整权（定义见招股章程）及超额配售权（定义见下文）行使与否而定）（"**国际发售**"）。

(B) （排名不分先后）**中信證券**及**中金**担任联席保荐人；以及（排名不分先后）**中信里昂**、**中金**、**德意志银行**及**麦格理**担任全球发售的整体协调人。

(C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

"**联属人士**"，除非文意另有所指，就特定个人或实体而言，指通过一个或多个中间机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，"控制"一词（包括"控制中"、"受……控制"及"与……受共同控制"）指拥有直接或间接权力指示或安排他人指示某人士的管理及政策，不论是通过拥有有表决权证券、合约抑或其他方式；

"**总投资金额**"指发售价乘以投资者股份数目之金额；

"**批准**"具有第6.2(vii)条所给予的涵义；

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

"**经纪佣金**"指按《上市规则》费用规则第7(1)段规定以总投资金额的1.0%计算的经纪佣金；

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

"**中央结算系统**"指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

"**交割**"指根据本协议条款和条件认购投资者股份的交割；

"**《公司条例》**"指经不时修订、补充或另行修改的《公司条例》（香港法例第622章）；

"**《公司（清盘及杂项条文）条例》**"指经不时修订、补充或另行修改的《公司（清

盘及杂项条文）条例》（香港法例第32章）；

"**关连人士／核心关连人士**"具有《上市规则》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；

"**关联关系**"具有中国证监会备案规则赋予该词的涵义，并须据此解释；

"**《合约（第三者权利）条例》**"指经不时修订、补充或另行修改的《合约（第三者权利）条例》（香港法例第623章）；

除非文意另有所指，"**控股股东**"具有《上市规则》所赋予的涵义，复数形式的"**控股股东**"须据此解释；

"**中国证监会**"指中国证券监督管理委员会；

"**中国证监会备案规则**"指中国证监会发布的经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

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

就任何相关股份而言，"**处置**"包括直接或间接：

(i) (A)对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，而不论是直接还是间接，有条件还是无条件；或者(B)就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益拥有权或当中的任何权益，或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布有意进行、订立上文第(i)至(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)至(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及"**处置**"须相应解释；

"**费用规则**"指在联交所网站上「费用规则」一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

"**FINI**"具有《上市规则》所赋予的涵义；

"**全球发售**"具有叙文(A)所给予的涵义；

"**有关政府部门**"指任何政府、监管或管理委员会、委员会、机关、当局、部门或机构，或任何证券交易所、自律组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）；

"**本集团**"指本公司及其附属公司；

"**新上市申请人指南**"指联交所发布的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

"**港元**"指香港的法定货币；

"**香港**"指中国香港特别行政区；

"**香港公开发售**"具有叙文(A)所给予的涵义；

"**H股**"本公司股本中每股面值为人民币1.00元的普通股， 将于联交所主板上市及买卖；

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

"**国际发售**"具有叙文(A)所给予的涵义；

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

"**投资者相关信息**"具有第6.2(x)条所给予的涵义；

"**投资者股份**"指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定；

"**法律**"指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指总投资金额0.0027%的证监会交易征费（或上市当日的交易征费），0.00565%的联交所交易费（或上市当日的交易费）及0.00015%的香港会计及财务汇报局交易征费（或上市当日的交易征费）；

“**上市日期**”指H股首次于联交所主板上市的日期；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》和联交所的上市决定、指南、指引和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第5.1条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的H股每股的最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配售权**”具有国际发售通函所给予的涵义；

“**各方**”指本协议指明的各方；及在文意所需之处，“**一方**”指他们中的任何一方；

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“**专业投资者**”具有《证券及期货条例》附表一第1部分所给予的涵义；

“**自营投资基准**”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“**S规例**”指《证券法》下的S规例；

“**监管机构**”具有第6.2(x)条所给予的涵义；

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

"**人民币**"指中国的法定货币人民币；

"**《证券法》**"指《1933年美国证券法》（经不时修订、补充或以其他方式修改，以及据此颁布的规则和条例）；

"**香港证监会**"指香港证券及期货事务监察委员会；

"**《证券及期货条例》**"指经不时修订、补充或另行修改的《证券及期货条例》（香港法例第571章）；

"**联交所**"指香港联合交易所有限公司；

"**附属公司**"具有《公司条例》所给予的涵义；

"**美国**"指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

"**美元**"指美国的法定货币；及

"**美国人士**"具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(i) 凡提述"**条款**"、"**分条**"或"**附表**"之处均为提述本协议的条款、分条或附表；

(ii) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(iii) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；

(iv) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(v) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(vi) 凡提述法规、法定条文、规例或规则之处均包括提述：

(a) 根据任何法规、法定条文、规例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；

(b) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及

(c) 据此作出的任何附属立法；

(vii) 对"法规"的提述包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何法规、规则、官方指令、意见、通知、通告、命令、要求或指南（无论是否具有法律效力）；

(viii) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(ix) 凡提述"**人士**"之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(x) 凡提述"**包括**"之处须分别解释为包括但不限于；及

(xi) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第 3 条所述条件（或由各方共同豁免，但第 3.1(i)、3.1(ii)、3.1(iii)和3.1(iv)条所载条件不得予以豁免，且第 3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免）后及在本协议其他条款和条件的规限下：

(i) 根据和作为国际发售的一部分，通过整体协调人及／或其联属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及／或交付（视情况而定）或安排他人分配及／或交付（视情况而定）投资者股份；及

(ii) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

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

(i) 投资者应促使该全资附属公司于该日期向本公司、联席保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议作出的相同协议、声明、保证、承诺、承认及确认约束，以及投资者在本协议作出的协议、声明、保证、承诺、承认及确认应视为投资者为自身及代表该全资附属公司作出；及

(ii) 投资者 (i)无条件及不可撤销地向本公司、联席保荐人及整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出完全且有效的弥偿并使各获弥偿方获得弥偿。

投资者在本第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、联席保荐人及整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而毋须本公司、联席保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，"投资者"一词在本协议应解释为包括该全资附属公司。

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

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

3. 交割条件

3.1 投资者在本协议下根据第 2.1 条认购投资者股份的义务，及本公司和整体协调人根据第 2.1 条发行、配发、配售、分配及／或交付（视情况而定）或安排他人发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务，仅以于交割之时或之前满足或各方共同宽免下述各项条件（但第 3.1(i)、3.1(ii)、3.1(iii)和 3.1(iv)条所载条件不得予以豁免，且第 3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免）为条件：

(i) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以豁免或更改），以及前述包销协议概未被终止；

(ii) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价，并同意签署定价协议；

(iii) 联交所上市委员会已批准H股上市及允许买卖股份（包括投资者股份）以及其他适用豁免和批准，有关批准、允许或宽免在H股开始于联交所买卖前未被撤销；

(iv) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

(v) 投资者各自在本协议下的声明、保证、承诺、承认及确认在所有方面均属或将属真实、准确和完整且无误导或欺诈成份，以及投资者并无严重违反本协议。

3.2 倘各方未能于本协议日期后一百八十（180）日（或本公司、投资者、联席保荐人及整体协调人可能书面协定的其他日期）当日或之前履行或共同豁免第 3.1 条所载

任何条件（但第 3.1(i)、3.1(ii)、3.1(iii)和 3.1(iv)条所载条件不得予以豁免，且第 3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免），投资者认购及本公司及整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排他人发行、配发、配售、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支付予任何其他方的任何款项将由该方在商业上实际可行的情况下尽快（且无论如何不迟于根据本条终止日期起计十（10）日）退还予投资者（不计利息），而本协议将告终止及失效，且本公司、联席保荐人及／或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第 3.2 条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免存疑，本条款不得被解释为授予投资者权利，以纠正于截至本条所述日期的期间内的任何违反投资者在本协议项下作出的各自的声明、保证、承诺、承认及确认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，而倘全球发售在拟定日期及时间前基于任何原因而延迟或终止、没有落实进行或未完成或根本无法完成，则本公司、联席保荐人及整体协调人对投资者概不承担任何责任。投资者谨此放弃由于全球发售在拟定日期及时间前基于任何原因而推迟或终止、没有落实进行或未完成或根本无法完成，而向本公司、联席保荐人及／或整体协调人或其各自的附属公司、联属人士、高级人员、董事、雇员、员工、联系人、合伙人、代理人、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 在第 3 条及本第 4 条的规限下，投资者将根据国际发售及作为其中一部分以及通过整体协调人（及／或他们各自的联属人士）以他们作为国际发售相关部分的国际包销商的国际代表的身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或于延迟交付日期按本公司及整体协调人厘定的时间及方式予以认购。倘本公司、联席保荐人及整体协调人认为无法于上市日期符合《上市规则》第 8.08(3)条（其规定本公司前三名最大公众股东实益拥有的 H 股不得超过 50%），《上市规则》第 8.08(1)条最低公众持股量的规定，或《上市规则》第 8.08A 条自由流通量的规定，则本公司、联席保荐人及整体协调人有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保符合《上市规则》第 8.08(1)条、第 8.08A 条及第 8.08(3)条的规定。此外，联席保荐人、整体协调人及本公司有权全权酌情调整投资者股份数目，以符合《上市规则》的规定。

4.2 无论投资者股份的交付时间及方式如何，投资者须在紧接上市日期前的营业日下午五时三十分（香港时间）或之前按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（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 倘整体协调人全权酌情厘定将于迟于上市日期的某一日期（“**延迟交付日期**”）交付全部或任何部分投资者股份，整体协调人须(i)不迟于上市日期前 两（2）个营业日

书面告知投资者将会延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前 两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于可以行使超额配售权的最后日期后三（3）个营业日。倘投资者股份将于延迟交付日期交付给投资者，投资者仍须按第 4.2 条所述就投资者股份作出支付。

4.4 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（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者不迟于上市日期前两（2）个营业日或根据第 4.3 条厘定的延迟交付日期书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。

4.5 在不影响第 4.3 条的情况下，投资者股份的交付亦可按本公司、联席保荐人、整体协调人及投资者书面协定的任何其他方式进行，惟投资者股份的交付须不迟于超额配售权可获行使截止日期后的三(3)个营业日，且不论投资者股份的交付的时间及方式为何，投资者股份的支付须不迟于紧接上市日期前的营业日的下午五时三十分（香港时间）进行。

4.6 倘未在本协议规定的时间并按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人及整体协调人各自全权酌情保留终止本协议的权利，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将告终结及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第 6.5 条悉数支付总投资金额以及经纪佣金和征费而蒙受或招致的任何损失、成本、费用、索赔、负债、诉讼或损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免于承担赔偿责任并使其获得全面弥偿。

4.7 倘因超出本公司、联席保荐人或整体协调人（视情况而定）控制范围的情况（包括但不限于天灾、洪水、战争（无论是否宣战）、流行病或疾病爆发、与流行病或疾病爆发有关的政府规定、恐怖主义、火灾、暴乱、起义、内乱、任何工业行动、罢工、停工或其他形式的辞职和罢工、电力和其他供应的普遍故障、碰撞、技术故障、意外故障、机械故障、电气故障、计算机故障、银行系统故障、禁运、劳动纠纷、任何现有或未来法律的变化或任何现有或未来的政府行为等）导致本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、高级人员、董事、雇员、员工、联系人、合伙人、代理人、顾问及代表（视情况而定）各自未能履行或延迟履行其在本协议项下的义务，则上述人士概不承担任何责任（无论是共同还是个别承担），而在此情况下，本公司、联席保荐人及整体协调人保留自行决定终止本协议的权利，且在此情况下，本公司、联席保荐人及整体协调人的一切义务及责任应失效及终止；惟根据第 4.7 条终止本协议并不影响任何一方在终止时或之前就其条款对其他方已产生的权利或责任。

5. 对投资者的限制

5.1 在第 5.2 条的规限下，投资者向本公司、联席保荐人及整体协调人议定、契诺并向其承诺，未经本公司、联席保荐人及整体协调人各自的事先书面同意，投资者不会（不论直接或间接）于上市日期起（包含该日）至上市日期后九（9）个月（包含该日）止期间（"**禁售期**"）内任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使或代表有权收取上述证券的证券，或同意、订立协议或公开宣布有意进行该交易；(ii)允许自己在其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《收购、合并及股份回购守则》）；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

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

(i) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(ii) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；

(iii) 投资者及投资者的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，并共同及各别地承担本协议订明的所有法律责任及义务；

(iv) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须敦促该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、联席保荐人及整体协调人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第 5 条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(v) 该全资附属公司是 (i)非美国人士；(ii)位于美国境外；并(iii)将根据 S 规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除非取得本公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权应低于本公司全部已发行股本的 10%（或于《上市规则》中不时就"主要股东"的界定规定的其他百分比），且其将不会成为本公司的核心关连人士。投资者同意，倘投资者及其紧密联系人在本公司已发行股份总数中所持（直接及间接）总额可能达到或超过 10%（或《上市规则》不时就"主要股东"的定义规定的其他百分比，或导致

投资者的股权根据《上市规则》或联交所不被视为由公众人士持有的其他百分比），投资者应尽快就有关情况向本公司、联席保荐人及整体协调人提供书面通知。自上市日期起及之后，投资者及其紧密联系人在本公司已发行股份总数中的持股总额（直接及间接）将不会导致公众股东持有的 H 股比例低于《上市规则》第 8.08 条规定的比例或联交所不时规定的适用于本公司的其他比例。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权并订立本协议，及应本公司、联席保荐人及／或整体协调人合理请求向本公司、联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联属人士、联系人及他们各自的实益拥有人均不得于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的 H 股。

5.5 投资者及其联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第 4.15 章）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认及承诺概无投资者或其联属人士、董事、监事、高级人员、雇员、代理人或代表已经或将要订立该等安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者向本公司、联席保荐人及整体协调人及各自承认、声明、承诺、保证、同意和确认：

(i) 本公司、联席保荐人和整体协调人各自及他们各自的附属公司、联属人士、董事、监事、高级人员、雇员、代理人、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，以及若全球发售因故延迟、未继续进行或未完成，前述人士概不会对投资者负有任何法律责任；

(ii) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；

(iii) 根据《上市规则》或 FINI 要求向联交所提交的与投资者相关的信息将与本公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向整体协调人披露，且所有相关信息在所有方面均属真实、完整和准确，并无误导成份；

(iv) 发售价将完全根据本公司与整体协调人（为其本身及代表全球发售的其他包销商）订立的协议及全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(v) 投资者股份将由投资者通过整体协调人及／或其联属人士以他们作为国际发售的国际包销商的国际代表之身份认购；

(vi) 投资者将根据及依据本公司公司章程细则或其他组织章程文件、适用法律及本协议的条款和条件接受投资者股份；

(vii) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市规则》附录 F1 所载的配售指引及新上市申请人指南第 4.14 章，在国际发售与香港公开发售之间的重新分配H股，或联交所可能批准及不时适用于本公司的其他比例影响；

(viii) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及／或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；

(ix) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而豁免任何其他适用法律或不受该等法律规限的交易除外；

(x) 其明白及同意，仅可依据 S 规例在美国境外于“离岸交易”（定义见 S 规例）中转让投资者股份，且须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(xi) 其明白，本公司、联席保荐人和整体协调人或国际发售的任何国际包销商均未就《证券法》下用于后续再发售、重售、质押或转让投资者股份的任何可用豁免的可用性作出任何声明；

(xii) 除非第 5.2 条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；

(xiii) 其已收取（及可能在日后收取）可能构成有关投资者及其联属人士（视情况而定）投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》），及其：(a)在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“**获授权接收人**”）过

错以外的原因而成为公开信息之前，除严格以按需知情基准向其获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(b)尽力确保其获授权接收人（按照本第6.1(xiii)条向其披露有关信息的人士）除以严格按需知情基准向其他获授权接收人披露外，不得向其他人士披露；及(c)不得及将确保其获授权接收人（按照本第 6.1(xiii)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易H股或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括《上市规则》及任何内幕交易条文）；

(xiv) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：

(a) 招股章程草案或初步发售通函草案或可能提供（不论书面或口头）予投资者及／或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(b) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(c) 初步发售通函草案或招股章程草案或可能向投资者及／或其代表提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(xv) 本协议整体或单独不构成在美国或于其中作出发售证券要约属非法的任何其他司法管辖区作出有关要约；

(xvi) 投资者、其任何联属人士或代其行事的任何人士均未曾且不会参与任何有关 H 股的定向销售活动（定义见 S 规例）、一般招揽或一般广告宣传，或以任何方式涉及就 H 股进行的公开发售（定义见《证券法》第 4(2)条）；

(xvii) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险必要或可取的其

他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资者股份的所有文件和信息；

(xviii) 在作出投资决定时，投资者仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及／或整体协调人（包括其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何法律责任；

(xix) 联席保荐人、整体协调人、全球发售的其他包销商及其各自董事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(xx) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；

(xxi) 投资者已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或其他包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、附属公司、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者

股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；

(xxii) 其明白，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、彼等各自的附属公司、联系人、合伙人、联属人士、董事、高级人员、雇员、顾问、代理人或代表及其他参与全球发售的人士并未就将存在投资者股份的公开市场作出担保；

(xxiii) H 股买卖须遵守适用法律（包括《证券及期货条例》、《上市规则》、《证券法》及任何适用法律对H股买卖的其他限制或任何具资格的证券交易所的相关规则）；

(xxiv) 若全球发售因故推迟或终止或未完成，则本公司、联席保荐人、整体协调人或其各自任何联系人、附属公司、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表或任何其他参与全球发售的人士概不对投资者或其附属公司负有任何法律责任；

(xxv) 本公司及整体协调人对变更或调整(a)全球发售项下待发行的 H 股股数； (b)香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权；及(iii)联交所可能批准并遵守适用法律而对提呈发售的 H 股作出其他调整或重新分配；

(xxvi) 投资者已同意将于紧接上市日期前一营业日下午五时三十分（香港时间）或根据第 4.5 条约定的该等其它日期之时或之前支付总投资金额及有关经纪佣金和征费；

(xxvii) 本公司、联席保荐人及整体协调人有权全权酌情调整投资者股份的分配，以满足《上市规则》第 8.08(3)条的规定，即在上市日期公众持有的 H 股中，三名最大公众股东实益拥有的 H 股不得超过 50%，《上市规则》第 8.08(1)条的最低公众持股量规定，以及《上市规则》第 8.08A 条的自由流通量规定，或经联交所批准的其他规定；

(xxviii)公司不认可任何并非根据本协议规定进行的H股要约、出售、质押或其他转让；

6.2 投资者向本公司、联席保荐人及整体协调人进一步承认、声明、保证及承诺：

(i) 其已依据其注册成立地点的法律妥为注册成立及有效存续及信誉良好，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；

(ii) 其符合资格接收及使用本协议（其中包括本协议、招股章程草案及初步发售通函草案）项下的资料，且不会违反适用于投资者的所有法律或要求投资者所在司法管辖区内的任何注册或许可；

(iii) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(iv) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(v) 本协议已经由投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(vi) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(vii) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（"**批准**"）均已取得及具备十足效力及作用，且并非失效、被撤回、被撤销或被搁置，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、联席保荐人及整体协调人；

(viii) 投资者应根据要求，在合理可行的范围内尽快向本公司、联席保荐人及／或整体协调人及其各自的联系人提供联交所和其他政府部门可能要求的资料；

(ix) 投资者签立及交付本协议，及其履行本协议、认购投资者股份及完成本协议拟进行之交易将不会违反或导致投资者违反：(a)投资者组织章程大纲及细则或其他组织章程文件或(b)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式适用于投资者的法律或(c)对投资者具有约束力的任何协议或其他文书或(d)对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；

(x) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为"**监管机构**"）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、联席保荐人及／或整体协调人提供信息（包括但不限于：(a)投资者及其最终实益拥有人及／或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和注册成立地）；(b)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(c)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及／或(d)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为"**投资者相关信息**"），并接受

及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、整体协调人各自及其各自联属人士、联系人、附属公司、代理人、董事、监事、高级人员、雇员、合伙人、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和／或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

(xi) 投资者拥有有关财务及商业事宜的知识及经验，以致(a)其能评估投资者股份潜在投资的优点及风险；(b)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；(c)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(d)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(xii) 其常规业务为买卖股份或债权证，或其是专业投资者，通过订立本协议，其并不是有关本协议下拟议交易的任何联席保荐人、整体协调人的客户或资本市场中介人；

(xiii) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；

(xiv) 如果其于美国境外认购投资者股份，那么其是在 S 规例所指“离岸交易”中如此行事且其并非美国人士；

(xv) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；

(xvi) 投资者及其实益拥有人及／或联系人：(a)为独立于本公司的第三方；(b)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会导致投资者或其实益拥有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）；(c)具有财务能力并将利用其自身的财务资源履行本协议项下所有义务；(d)并非受(A)本公司任何核心关连人士（定义见《上市规则》）或(B)本公司、本公司或任何其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，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；(e)不属于《上市规则》附录 F1（股本证券的配售指引）第 5 段所述的任何类别的人士；及(f)与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、联席保荐人和整体协调人；

(xvii) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

(xviii) 投资者、其实益拥有人及／或联系人各自均非(a)联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、全球发售的包销商或任何分销商中任何人士的"关连客户"；或(b)本公司现有股东的"紧密联系人"。词语"关连客户"及"分销商"具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(xix) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语"全权管理投资组合"具有《上市规则》附录 F1（《股本证券的配售指引》）赋予其的涵义；

(xx) 投资者、 其实益拥有人及其联系人均非本公司的董事（包括前 12 个月内的董事）、监事或当前股东或其紧密联系人或上述任何人士的代名人；

(xxi) 除先前已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 获配售者名单范本所载，或 FINI 界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（"基石投资者"除外）；或(b)《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；

(xxii) 投资者并未且将不会与任何"分销商"（定义见 S 规例）就 H 股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；

(xxiii) 认购投资者股份将遵守《上市规则》附录 F1（《股本证券的配售指引》）及新上市申请人指南第 4.15 章的条文以及证监会发出的所有相关指引；

(xxiv) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，任何一名联席保荐人或整体协调人、或全球发售的任何一名包销商的（直接或间接）融资；

(xxv) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关连关系；

(xxvi) 除依据本协议外，投资者或任何其联系人及实益拥有人均未申请全球发售下的任何 H 股或通过簿记建档过程就全球发售下的任何股份下达订单；

(xxvii) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；

(xxviii)除非事先以书面形式向本公司、联席保荐人和整体协调人披露，否则投资者、其实益拥有人和／或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；

6.3 投资者向本公司、联席保荐人及整体协调人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和／或本公司、联席保荐人及整体协调人及其各自联属人士的要求提供和／被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性。在不损害第 6.1(ii)条条文的前提下，若在本公司、联席保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、联席保荐人及整体协调人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及／或本公司、联席保荐人及／或整体协调人合理要求的其他事宜的进一步的信息及／或证明文件，以确保其各自遵守适用法律及／或公司或证券登记规定及／或主管监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

6.4 投资者明白，依据香港法律及美国证券法及其他规定须作出第 6.1 及 6.2 条所载保证、承诺、声明、确认及承认。投资者承认，本公司、联席保荐人、整体协调人及全球发售的其他包销商及其各自附属公司、代理人、联属人士、顾问、联系人、董事、职员、雇员、合伙人、代表及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性时立即书面通知本公司、联席保荐人及整体协调人。

6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、联席保荐人、整体协调人及全球发售的其他包销商（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“**获弥偿方**”）就获弥偿方由于投资者或其的全资附属公司（该全资附属公司将持有相关股份）或其各自高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以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、亏损或开支作出全额及有效弥偿，并保障其不受损害。

6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 本公司声明、保证及承诺：

(i) 其依据中国法律妥为注册成立及有效存续；

(ii) 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；

(iii) 在第 5.1 条所载全额付款及禁售期的规限下，投资者股份将在按照第 4.4 条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的 H 股享有同等地位；

(iv) 本公司、其控股股东、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事、高级人员、雇员或代理人订立不符合《上市规则》（包括新上市申请人指南第 4.15 章）的任何协议或安排（包括任何附函）；及

(v) 除本协议规定的外，本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可：

(i) 根据第 3.2 条、第 4.6 条或第 4.7 条予以终止；或

(ii) 倘若投资者（或在根据第 2.2 条透过投资者的全资附属公司认购投资者股份或根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一联席保荐人及整体协调人单方予以终止（不管本协议中是否有任何相反规定）；或

(iii) 经所有各方书面同意予以终止。

7.2 倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外），各方于本协议下的权利及责任（除下文第 11 条所载权利外）须终止，且任何一方均不得针对任何其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。尽管有上述情况，第 6.5 条、第 10 条、第 12 条、第 13 条及投资者在此作出的弥偿应在本协议终止后继续有效。

8. 公告及保密

8.1 除本协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(i) 联交所、香港证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受之监管的其他监管机构，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将发行的公开文件及本公司或代表本公司、联席保荐人及／或整体协调人将发行的与全球发售有关的营销、路演材料、展示文件及其他公告或展示文件中进行描述；

(ii) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(a)促使该方各人士知悉并遵守本协议所载的所有保密义务及(b)依然对该等人士任何违反该等保密义务的行为承担责任；及

(iii) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，但投资者已经提前咨询本公司、联席保荐人及整体协调人已就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第 8.1 提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、联席保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系、其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人及／或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。在不影响第 8.3 条的情况下，投资者不可撤销地同意，在公开文件、营销及路演材料及其他公告及文件中，披露投资者的姓名、本协议的描述，投资者的背景资料及其／与公司、联席保荐人、整体协调人、承销商及参与全球发售的其他人士的关系。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第 9.2 条规定的方式发送至以下地址：

若发送至本公司，则发送至：

地址： 中国上海浦东新区蔡伦路720弄1号201-204室
邮箱： projectqingyun@innogenpharm.com
收件人： 金今

若发送至投资者，则发送至：

地址： 中国上海市静安区江场路1401弄上海市大数据产业基地珍岛中心8号
邮箱： jin.ma@marketingforce.com
收件人： 马进

若发送至中信證券，则发送至：

地址： 香港金钟道 88 号太古广场一期 18 楼
邮箱： ProjectQingyun@clsa.com
传真： +852 2169 0801
收件人： Qingyun 交易团队

若发送至中信里昂，则发至：

地址： 香港金钟道 88 号太古广场一期 18 楼
邮箱： ProjectQingyun@clsa.com
传真： +852 2169 0801
收件人： Qingyun 交易团队

若发送至中金，则发至：

地址： 香港中环港景街 1 号国际金融中心一期 29 楼
邮箱： ib_project_qingyun@cicc.com.cn
传真： +86 10 6506 1166
收件人： IB QingYun team

若发送至德意志银行，则发至：

地址： 香港九龙柯士甸道西 1 号环球贸易广场 60 楼
邮箱： andrew.zhong@db.com
传真： 不适用
收件人： Andrew Zhong

若发送至麦格理，则发至：

地址： 香港中环港景街 1 号国际金融中心一期 22 楼
邮箱： maccapacsecmasiatransactionexecution@macquarie.com
传真： +852 3922 5797
收件人： ECM Syndicate

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

10. 一般条款

10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。

10.2 除明显错误外，就本协议目的而言，本公司、联席保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第 4.2 条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。

10.3 本协议中规定的联席保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。联席保荐人或整体协调人对任何其他联席保荐人或整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响任何

其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，各联席保荐人及整体协调人应在适用法律允许的范围内有权单独或与任何其他联席保荐人或整体协调人共同强制执行其在本协议下的任何或所有权利。

10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。

10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签立。

10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易所产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 即使根据第 4 条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。

10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。

10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：

(i) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且

(ii) 未经第 10.11(i)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。

10.12 各联席保荐人及整体协调人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该联席保荐人及整体协调人仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。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，除非该豁免以书面形式作出且经被请求豁免的一方签署。

10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(i) 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

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

10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为本公司、联席保荐人或整体协调人内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、联席保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。

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

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院被呈递及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前

述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃与任何此类法律程序相关的任何此类豁免并同意不以其为理由进行申辩或申索。

13. 法律程序文件代理

13.1 投资者不可撤销地委任 Kenneth Li（地址为香港铜锣湾希慎道 33 号利园一期 19 楼 1918 室）为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否被转寄至投资者或由投资者接收）。

13.2 如果因任何原因法律程序文件代理无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意委任本公司、联席保荐人及整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的 30 天内向本公司、联席保荐人及整体协调人发送其接受委任文件的副本。

14. 复本

14.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签立。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立复本的签署页是有效的递送方式。

本协议已于文首所载日期由本协议各方正式授权签署人签立，**以资证明**。

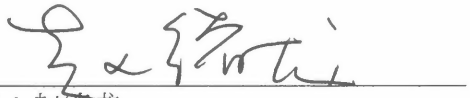
为及代表：

广州银诺医药集团股份有限公司
（GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.）

姓名：WANG QINGHUA
职务：执行董事兼总经理

为及代表：

MARKETINGFORCE MANAGEMENT LTD
(迈富时管理有限公司)



姓名：赵绪龙
职务：董事长、执行董事兼首席行政官

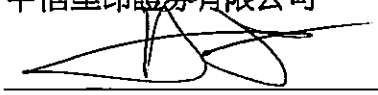
为及代表：

中信證券(香港)有限公司

姓名：Peter Ng
职务：执行董事

为及代表：

中信里昂證券有限公司



姓名：Heung Li
职务：董事总经理

为及代表：

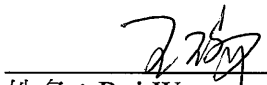
中国国际金融香港证券有限公司

Liang Jin

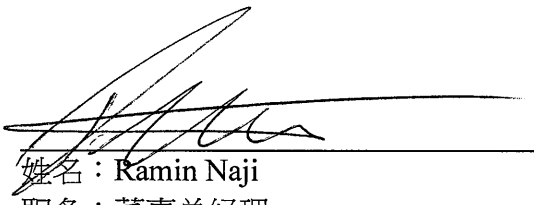
姓名：Jin Liang
职务：董事总经理

为及代表：

德意志银行香港分行



姓名：Rui Wang
职务：董事总经理



姓名：Ramin Naji
职务：董事总经理

为及代表：

麦格理资本股份有限公司

Wendy Zhai

姓名：Wendy Zhai
职务：董事总经理

姓名：Yixiao Dong
职务：副总裁

为及代表：

麦格理资本股份有限公司

_____

姓名：Wendy Zhai
职务：董事总经理

_____

姓名：Yixiao Dong
职务：副总裁

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于100万美元的港元（按招股章程中“有关本招股章程及全球发售的资料 — 汇率转换”一节所载之港元兑美元汇率计算得出）（不包括投资者就投资者股份支付的经纪佣金及征费）除以(2)发售价，向下取整至最接近200股H股的每手买卖单位。

本公司及整体协调人有权全权酌情调整投资者股份的分配，以确保符合(i)上市规则第8.08(3)条的规定，其规定上市时由公众人士持有的H股中，由公司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%；(ii)第8.08(1)条规定的最低公众持股量要求；及(iii)第8.08A条规定的自由流通量要求。此外，整体协调人及公司可全权酌情调整投资者股份的分配，以符合上市规则附录F1（股本证券的配售指引）。

附表二

投资者详情

投资者

注册成立地：	开曼群岛
注册证书编号：	372292
商业登记号码：	74653500-000-11-24-A
商业地址、联络电话号码及联络人：	马进 16621625539 上海市静安区江场路1401弄上海市大数据产业基地珍岛中心8号
主要业务：	提供营销及销售Saas解决方案及精准营销服务
最终控股股东：	赵绪龙及朱水纳
最终控股股东的注册地：	N/A
最终控股股东的商业登记号码：	N/A
最终控股股东的主要业务：	N/A
股东及持有之权益：	Real Force Limited 21.23% Precious Sight Limited 23.29% Rosy Maple Limited 6.01% Driving Force Developments Limited 7.51% William Zhao I Limited 1.11%
将纳入招股章程中的有关投资者的描述：	Marketingforce Management Ltd （迈富时管理有限公司)，一家于开曼群岛注册成立的获豁免有限公司，其股份在香港联交所主板上市（股份代码：2556），是中国领先的营销及销售Saas公司，向客户提供营销及销售Saas解决方案及精准营销服务。
相关投资者类别（按规定载入联交所FINI承配人名单范本或FINI平台就有关配售须披露	基石投资者

基石投资协议

2025年8月5日

GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.
（广州银诺医药集团股份有限公司）

及

GINKGO CAPITAL GLOBAL FUND SPC - XTALPI AI FUND SP

及

中信證券（香港）有限公司

中信里昂證券有限公司

中国国际金融香港证券有限公司

（排名不分先后）

及

德意志银行香港分行

麦格理资本股份有限公司

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本协议（本“**协议**”）于2025年8月5日订立

订约方：

(1) **广州银诺医药集团股份有限公司**（**GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.**），一家于中国注册成立的股份有限公司，注册地址为中国广东省广州市黄浦区中新广州知识城腾飞二街2号自编号创意楼H座409室（“**本公司**”）；

(2) **GINKGO CAPITAL GLOBAL FUND SPC - XTALPI AI FUND SP**，一家在开曼群岛注册成立的公司，其注册办事处位于PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Island（**“投资者”**）；

(3) **中信證券（香港）有限公司**，地址为香港金钟道88号太古广场一期18楼（“**中信證券**”）；

(4) **中信里昂證券有限公司**，地址为香港金钟道88号太古广场一期18楼（“**中信里昂**”）；

(5) **中国国际金融香港证券有限公司**，地址为香港中环港景街1号国际金融中心第一期29楼（“**中金**”）；

（排名不分先后）

(6) **德意志银行香港分行**，地址为香港九龙柯士甸道西1号环球贸易广场60楼（“**德意志银行**”）；

(7) **麦格理资本股份有限公司**，地址为香港中环港景街1号国际金融中心第一期22楼（“**麦格理**”）；

（排名不分先后）**中信證券**及**中金**为“**联席保荐人**”，各自为“**联席保荐人**”；

（排名不分先后）**中信里昂**、**中金**、**德意志银行**及**麦格理**合称为“**整体协调人**”，各自为“**整体协调人**”。

叙文：

(A) 本公司已申请通过全球发售（“**全球发售**”）使其H股（定义见下文）于联交所（定义见下文）上市，当中包括：

(i) 本公司作出的公开发售，以供香港公众认购3,655,800股H股（可予重新分配）（“**香港公开发售**”）；及

(ii) 本公司在美国境外根据S规例（定义见下文）在离岸交易中向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的32,900,600股

H股（可予重新分配且视乎发售量调整权（定义见招股章程）及超额配售权（定义见下文）行使与否而定）（"**国际发售**"）。

(B) （排名不分先后）**中信證券**及**中金**担任联席保荐人；以及（排名不分先后）**中信里昂**、**中金**、**德意志银行**及**麦格理**担任全球发售的整体协调人。

(C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

"**联属人士**"，除非文意另有所指，就特定个人或实体而言，指通过一个或多个中间机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，"控制"一词（包括"控制中"、"受……控制"及"与……受共同控制"）指拥有直接或间接权力指示或安排他人指示某人士的管理及政策，不论是通过拥有有表决权证券、合约抑或其他方式；

"**总投资金额**"指发售价乘以投资者股份数目之金额；

"**批准**"具有第6.2(vii)条所给予的涵义；

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

"**经纪佣金**"指按《上市规则》费用规则第7(1)段规定以总投资金额的1.0%计算的经纪佣金；

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

"**中央结算系统**"指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

"**交割**"指根据本协议条款和条件认购投资者股份的交割；

"**《公司条例》**"指经不时修订、补充或另行修改的《公司条例》（香港法例第622章）；

"**《公司（清盘及杂项条文）条例》**"指经不时修订、补充或另行修改的《公司（清盘及杂项条文）条例》（香港法例第32章）；

"**关连人士／核心关连人士**"具有《上市规则》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；

"**关联关系**"具有中国证监会备案规则赋予该词的涵义，并须据此解释；

"**《合约（第三者权利）条例》**"指经不时修订、补充或另行修改的《合约（第三者权利）条例》（香港法例第623章）；

除非文意另有所指，"**控股股东**"具有《上市规则》所赋予的涵义，复数形式的"**控股股东**"须据此解释；

"**中国证监会**"指中国证券监督管理委员会；

"**中国证监会备案规则**"指中国证监会发布的经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

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

就任何相关股份而言，"**处置**"包括直接或间接：

(i) (A)对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，而不论是直接还是间接，有条件还是无条件；或者(B)就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益拥有权或当中的任何权益，或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布有意进行、订立上文第(i)至(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)至(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及"**处置**"须相应解释；

"**费用规则**"指在联交所网站上「费用规则」一节不时登载的规管上市费或发行费以

及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

"**FINI**"具有《上市规则》所赋予的涵义；

"**全球发售**"具有叙文(A)所给予的涵义；

"**有关政府部门**"指任何政府、监管或管理委员会、委员会、机关、当局、部门或机构，或任何证券交易所、自律组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）；

"**本集团**"指本公司及其附属公司；

"**新上市申请人指南**"指联交所发布的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

"**港元**"指香港的法定货币；

"**香港**"指中国香港特别行政区；

"**香港公开发售**"具有叙文(A)所给予的涵义；

"**H股**"本公司股本中每股面值为人民币1.00元的普通股， 将于联交所主板上市及买卖；

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

"**国际发售**"具有叙文(A)所给予的涵义；

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

"**投资者相关信息**"具有第6.2(x)条所给予的涵义；

"**投资者股份**"指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定；

"**法律**"指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

"**征费**"指总投资金额0.0027%的证监会交易征费（或上市当日的交易征费），

0.00565%的联交所交易费（或上市当日的交易费）及0.00015%的香港会计及财务汇报局交易征费（或上市当日的交易征费）；

“**上市日期**”指H股首次于联交所主板上市的日期；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》和联交所的上市决定、指南、指引和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第5.1条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的H股每股的最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配售权**”具有国际发售通函所给予的涵义；

“**各方**”指本协议指明的各方；及在文意所需之处，“**一方**”指他们中的任何一方；

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“**专业投资者**”具有《证券及期货条例》附表一第1部分所给予的涵义；

“**自营投资基准**”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“**S规例**”指《证券法》下的S规例；

“**监管机构**”具有第6.2(x)条所给予的涵义；

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

"**人民币**"指中国的法定货币人民币；

"**《证券法》**"指《1933年美国证券法》（经不时修订、补充或以其他方式修改，以及据此颁布的规则和条例）；

"**香港证监会**"指香港证券及期货事务监察委员会；

"**《证券及期货条例》**"指经不时修订、补充或另行修改的《证券及期货条例》（香港法例第571章）；

"**联交所**"指香港联合交易所有限公司；

"**附属公司**"具有《公司条例》所给予的涵义；

"**美国**"指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

"**美元**"指美国的法定货币；及

"**美国人士**"具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(i) 凡提述"**条款**"、"**分条**"或"**附表**"之处均为提述本协议的条款、分条或附表；

(ii) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(iii) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；

(iv) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(v) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(vi) 凡提述法规、法定条文、规例或规则之处均包括提述：

(a) 根据任何法规、法定条文、规例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；

(b) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及

(c) 据此作出的任何附属立法；

(vii) 对"法规"的提述包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何法规、规则、官方指令、意见、通知、通告、命令、要求或指南（无论是否具有法律效力）；

(viii) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(ix) 凡提述"**人士**"之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(x) 凡提述"**包括**"之处须分别解释为包括但不限于；及

(xi) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第 3 条所述条件（或由各方共同豁免，但第 3.1(i)、3.1(ii)、3.1(iii)和3.1(iv)条所载条件不得予以豁免，且第 3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免）后及在本协议其他条款和条件的规限下：

(i) 根据和作为国际发售的一部分，通过整体协调人及／或其联属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及／或交付（视情况而定）或安排他人分配及／或交付（视情况而定）投资者股份；及

(ii) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

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

(i) 投资者应促使该全资附属公司于该日期向本公司、联席保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议作出的相同协议、声明、保证、承诺、承认及确认约束，以及投资者在本协议作出的协议、声明、保证、承诺、承认及确认应视为投资者为自身及代表该全资附属公司作出；及

(ii) 投资者 (i)无条件及不可撤销地向本公司、联席保荐人及整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出完全且有效的弥偿并使各获弥偿方获得弥偿。

投资者在本第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、联席保荐人及整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而毋须本公司、联席保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，"投资者"一词在本协议应解释为包括该全资附属公司。

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

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

3. 交割条件

3.1 投资者在本协议下根据第 2.1 条认购投资者股份的义务，及本公司和整体协调人根据第 2.1 条发行、配发、配售、分配及／或交付（视情况而定）或安排他人发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务，仅以于交割之时或之前满足或各方共同宽免下述各项条件（但第 3.1(i)、3.1(ii)、3.1(iii)和 3.1(iv)条所载条件不得予以豁免，且第 3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免）为条件：

(i) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以豁免或更改），以及前述包销协议概未被终止；

(ii) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价，并同意签署定价协议；

(iii) 联交所上市委员会已批准H股上市及允许买卖股份（包括投资者股份）以及其他适用豁免和批准，有关批准、允许或宽免在H股开始于联交所买卖前未被撤销；

(iv) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

(v) 投资者各自在本协议下的声明、保证、承诺、承认及确认在所有方面均属或将属真实、准确和完整且无误导或欺诈成份，以及投资者并无严重违反本协议。

3.2 倘各方未能于本协议日期后一百八十（180）日（或本公司、投资者、联席保荐人及整体协调人可能书面协定的其他日期）当日或之前履行或共同豁免第 3.1 条所载

任何条件（但第 3.1(i)、3.1(ii)、3.1(iii)和 3.1(iv)条所载条件不得予以豁免，且第3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免），投资者认购及本公司及整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排他人发行、配发、配售、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支付予任何其他方的任何款项将由该方在商业上实际可行的情况下尽快退还予投资者（不计利息），而本协议将告终止及失效，且本公司、联席保荐人及／或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第 3.2 条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免存疑，本条款不得被解释为授予投资者权利，以纠正于截至本条所述日期的期间内的任何违反投资者在本协议项下作出的各自的声明、保证、承诺、承认及确认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，而倘全球发售在拟定日期及时间前基于任何原因而延迟或终止、没有落实进行或未完成或根本无法完成，则本公司、联席保荐人及整体协调人对投资者概不承担任何责任。投资者谨此放弃由于全球发售在拟定日期及时间前基于任何原因而推迟或终止、没有落实进行或未完成或根本无法完成，而向本公司、联席保荐人及／或整体协调人或其各自的附属公司、联属人士、高级人员、董事、雇员、员工、联系人、合伙人、代理人、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 在第 3 条及本第 4 条的规限下，投资者将根据国际发售及作为其中一部分以及通过整体协调人（及／或他们各自的联属人士）以他们作为国际发售相关部分的国际包销商的国际代表的身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或于延迟交付日期按本公司及整体协调人厘定的时间及方式予以认购。倘本公司、联席保荐人及整体协调人认为无法于上市日期符合《上市规则》第8.08(3)条（其规定本公司前三名最大公众股东实益拥有的 H 股不得超过 50%），《上市规则》第 8.08(1)条最低公众持股量的规定，或《上市规则》第 8.08A 条自由流通量的规定，则本公司、联席保荐人及整体协调人有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保符合《上市规则》第 8.08(1)条、第 8.08A 条及第 8.08(3)条的规定。此外，联席保荐人、整体协调人及本公司有权全权酌情调整投资者股份数目，以符合《上市规则》的规定。

4.2 无论投资者股份的交付时间及方式如何，投资者须在紧接上市日期前的营业日下午五时三十分（香港时间）或之前按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（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 倘整体协调人全权酌情厘定将于迟于上市日期的某一日期（“**延迟交付日期**”）交付全部或任何部分投资者股份，整体协调人须(i)不迟于上市日期前 两（2）个营业日

书面告知投资者将会延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前 两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于可以行使超额配售权的最后日期后三（3）个营业日。倘投资者股份将于延迟交付日期交付给投资者，投资者仍须按第 4.2 条所述就投资者股份作出支付。

4.4 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（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者不迟于上市日期前两（2）个营业日或根据第 4.3 条厘定的延迟交付日期书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。

4.5 在不影响第 4.3 条的情况下，投资者股份的交付亦可按本公司、联席保荐人、整体协调人及投资者书面协定的任何其他方式进行，惟投资者股份的交付须不迟于超额配售权可获行使截止日期后的三(3)个营业日，且不论投资者股份的交付的时间及方式为何，投资者股份的支付须不迟于紧接上市日期前的营业日的下午五时三十分（香港时间）进行。

4.6 倘未在本协议规定的时间并按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人及整体协调人各自全权酌情保留终止本协议的权利，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将告终结及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第 6.5 条悉数支付总投资金额以及经纪佣金和征费而蒙受或招致的任何损失、成本、费用、索赔、负债、诉讼或损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免于承担赔偿责任并使其获得全面弥偿。

4.7 倘因超出本公司、联席保荐人或整体协调人（视情况而定）控制范围的情况（包括但不限于天灾、洪水、战争（无论是否宣战）、流行病或疾病爆发、与流行病或疾病爆发有关的政府规定、恐怖主义、火灾、暴乱、起义、内乱、任何工业行动、罢工、停工或其他形式的辞职和罢工、电力和其他供应的普遍故障、碰撞、技术故障、意外故障、机械故障、电气故障、计算机故障、银行系统故障、禁运、劳动纠纷、任何现有或未来法律的变化或任何现有或未来的政府行为等）导致本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、高级人员、董事、雇员、员工、联系人、合伙人、代理人、顾问及代表（视情况而定）各自未能履行或延迟履行其在本协议项下的义务，则上述人士概不承担任何责任（无论是共同还是个别承担），而在此情况下，本公司、联席保荐人及整体协调人保留自行决定终止本协议的权利，且在此情况下，本公司、联席保荐人及整体协调人的一切义务及责任应失效及终止；惟根据第 4.7 条终止本协议并不影响任何一方在终止时或之前就其条款对其他方已产生的权利或责任。

5. 对投资者的限制

5.1 在第 5.2 条的规限下，投资者向本公司、联席保荐人及整体协调人议定、契诺并向其承诺，未经本公司、联席保荐人及整体协调人各自的事先书面同意，投资者不会（不论直接或间接）于上市日期起（包含该日）至上市日期后九（9）个月（包含该日）止期间（"**禁售期**"）内任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使或代表有权收取上述证券的证券，或同意、订立协议或公开宣布有意进行该交易；(ii)允许自己在其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《收购、合并及股份回购守则》）；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

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

(i) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(ii) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；

(iii) 投资者及投资者的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，并共同及各别地承担本协议订明的所有法律责任及义务；

(iv) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须敦促该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、联席保荐人及整体协调人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第 5 条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(v) 该全资附属公司是 (i)非美国人士；(ii)位于美国境外；并(iii)将根据 S 规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除非取得本公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权应低于本公司全部已发行股本的 10%（或于《上市规则》中不时就"主要股东"的界定规定的其他百分比），且其将不会成为本公司的核心关连人士。投资者同意，倘投资者及其紧密联系人在本公司已发行股份总数中所持（直接及间接）总额可能达到或超过 10%（或《上市规则》不时就"主要股东"的定义规定的其他百分比，或导致

投资者的股权根据《上市规则》或联交所不被视为由公众人士持有的其他百分比），投资者应尽快就有关情况向本公司、联席保荐人及整体协调人提供书面通知。自上市日期起及之后，投资者及其紧密联系人在本公司已发行股份总数中的持股总额（直接及间接）将不会导致公众股东持有的 H 股比例低于《上市规则》第 8.08 条规定的比例或联交所不时规定的适用于本公司的其他比例。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权并订立本协议，及应本公司、联席保荐人及／或整体协调人合理请求向本公司、联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联属人士、联系人及他们各自的实益拥有人均不得于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的 H 股。

5.5 投资者及其联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第 4.15 章）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认及承诺概无投资者或其联属人士、董事、监事、高级人员、雇员、代理人或代表已经或将要订立该等安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者向本公司、联席保荐人及整体协调人及各自承认、声明、承诺、保证、同意和确认：

(i) 本公司、联席保荐人和整体协调人各自及他们各自的附属公司、联属人士、董事、监事、高级人员、雇员、代理人、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，以及若全球发售因故延迟、未继续进行或未完成，前述人士概不会对投资者负有任何法律责任；

(ii) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；

(iii) 根据《上市规则》或 FINI 要求向联交所提交的与投资者相关的信息将与本公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向整体协调人披露，且所有相关信息在所有方面均属真实、完整和准确，并无误导成份；

(iv) 发售价将完全根据本公司与整体协调人（为其本身及代表全球发售的其他包销商）订立的协议及全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(v) 投资者股份将由投资者通过整体协调人及／或其联属人士以他们作为国际发售的国际包销商的国际代表之身份认购；

(vi) 投资者将根据及依据本公司公司章程细则或其他组织章程文件、适用法律及本协议的条款和条件接受投资者股份；

(vii) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市规则》附录 F1 所载的配售指引及新上市申请人指南第 4.14 章，在国际发售与香港公开发售之间的重新分配H股，或联交所可能批准及不时适用于本公司的其他比例影响；

(viii) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及／或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；

(ix) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而豁免任何其他适用法律或不受该等法律规限的交易除外；

(x) 其明白及同意，仅可依据 S 规例在美国境外于“离岸交易”（定义见 S 规例）中转让投资者股份，且须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(xi) 其明白，本公司、联席保荐人和整体协调人或国际发售的任何国际包销商均未就《证券法》下用于后续再发售、重售、质押或转让投资者股份的任何可用豁免的可用性作出任何声明；

(xii) 除非第 5.2 条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；

(xiii) 其已收取（及可能在日后收取）可能构成有关投资者及其联属人士（视情况而定）投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》），及其：(a)在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“**获授权接收人**”）过

错以外的原因而成为公开信息之前，除严格以按需知情基准向其获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(b)尽力确保其获授权接收人（按照本第6.1(xiii)条向其披露有关信息的人士）除以严格按需知情基准向其他获授权接收人披露外，不得向其他人士披露；及(c)不得及将确保其获授权接收人（按照本第 6.1(xiii)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易H股或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括《上市规则》及任何内幕交易条文）；

(xiv) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：

(a) 招股章程草案或初步发售通函草案或可能提供（不论书面或口头）予投资者及／或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(b) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(c) 初步发售通函草案或招股章程草案或可能向投资者及／或其代表提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(xv) 本协议整体或单独不构成在美国或于其中作出发售证券要约属非法的任何其他司法管辖区作出有关要约；

(xvi) 投资者、其任何联属人士或代其行事的任何人士均未曾且不会参与任何有关 H 股的定向销售活动（定义见 S 规例）、一般招揽或一般广告宣传，或以任何方式涉及就 H 股进行的公开发售（定义见《证券法》第 4(2)条）；

(xvii) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险必要或可取的其

他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资者股份的所有文件和信息；

(xviii) 在作出投资决定时，投资者仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及／或整体协调人（包括其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何法律责任；

(xix) 联席保荐人、整体协调人、全球发售的其他包销商及其各自董事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(xx) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；

(xxi) 投资者已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或其他包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、附属公司、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者

股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；

(xxii) 其明白，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、彼等各自的附属公司、联系人、合伙人、联属人士、董事、高级人员、雇员、顾问、代理人或代表及其他参与全球发售的人士并未就将存在投资者股份的公开市场作出担保；

(xxiii) H 股买卖须遵守适用法律（包括《证券及期货条例》、《上市规则》、《证券法》及任何适用法律对H股买卖的其他限制或任何具资格的证券交易所的相关规则）；

(xxiv) 若全球发售因故推迟或终止或未完成，则本公司、联席保荐人、整体协调人或其各自任何联系人、附属公司、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表或任何其他参与全球发售的人士概不对投资者或其附属公司负有任何法律责任；

(xxv) 本公司及整体协调人对变更或调整(a)全球发售项下待发行的 H 股股数； (b)香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权；及(iii)联交所可能批准并遵守适用法律而对提呈发售的 H 股作出其他调整或重新分配；

(xxvi) 投资者已同意将于紧接上市日期前一营业日下午五时三十分（香港时间）或根据第 4.5 条约定的该等其它日期之时或之前支付总投资金额及有关经纪佣金和征费；

(xxvii) 本公司、联席保荐人及整体协调人有权全权酌情调整投资者股份的分配，以满足《上市规则》第 8.08(3)条的规定，即在上市日期公众持有的 H 股中，三名最大公众股东实益拥有的 H 股不得超过 50%，《上市规则》第 8.08(1)条的最低公众持股量规定，以及《上市规则》第 8.08A 条的自由流通量规定，或经联交所批准的其他规定；

(xxviii)公司不认可任何并非根据本协议规定进行的H股要约、出售、质押或其他转让；

6.2 投资者向本公司、联席保荐人及整体协调人进一步承认、声明、保证及承诺：

(i) 其已依据其注册成立地点的法律妥为注册成立及有效存续及信誉良好，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；

(ii) 其符合资格接收及使用本协议（其中包括本协议、招股章程草案及初步发售通函草案）项下的资料，且不会违反适用于投资者的所有法律或要求投资者所在司法管辖区内的任何注册或许可；

(iii) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(iv) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(v) 本协议已经由投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(vi) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(vii) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（"**批准**"）均已取得及具备十足效力及作用，且并非失效、被撤回、被撤销或被搁置，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、联席保荐人及整体协调人；

(viii) 投资者应根据要求，在合理可行的范围内尽快向本公司、联席保荐人及／或整体协调人及其各自的联系人提供联交所和其他政府部门可能要求的资料；

(ix) 投资者签立及交付本协议，及其履行本协议、认购投资者股份及完成本协议拟进行之交易将不会违反或导致投资者违反：(a)投资者组织章程大纲及细则或其他组织章程文件或(b)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式适用于投资者的法律或(c)对投资者具有约束力的任何协议或其他文书或(d)对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；

(x) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为"**监管机构**"）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、联席保荐人及／或整体协调人提供信息（包括但不限于：(a)投资者及其最终实益拥有人及／或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和注册成立地）；(b)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(c)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及／或(d)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为"**投资者相关信息**"），并接受

及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、整体协调人各自及其各自联属人士、联系人、附属公司、代理人、董事、监事、高级人员、雇员、合伙人、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和／或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

(xi) 投资者拥有有关财务及商业事宜的知识及经验，以致(a)其能评估投资者股份潜在投资的优点及风险；(b)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；(c)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(d)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(xii) 其常规业务为买卖股份或债权证，或其是专业投资者，通过订立本协议，其并不是有关本协议下拟议交易的任何联席保荐人、整体协调人的客户或资本市场中介人；

(xiii) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；

(xiv) 如果其于美国境外认购投资者股份，那么其是在 S 规例所指“离岸交易”中如此行事且其并非美国人士；

(xv) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；

(xvi) 投资者及其实益拥有人及／或联系人：(a)为独立于本公司的第三方；(b)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会导致投资者或其实益拥有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）；(c)具有财务能力并将利用其自身的财务资源履行本协议项下所有义务；(d)并非受(A)本公司任何核心关连人士（定义见《上市规则》）或(B)本公司、本公司或任何其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，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；(e)不属于《上市规则》附录 F1（股本证券的配售指引）第 5 段所述的任何类别的人士；及(f)与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、联席保荐人和整体协调人；

(xvii) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

(xviii) 投资者、其实益拥有人及／或联系人各自均非(a)联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、全球发售的包销商或任何分销商中任何人士的"关连客户"；或(b)本公司现有股东的"紧密联系人"。词语"关连客户"及"分销商"具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(xix) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语"全权管理投资组合"具有《上市规则》附录 F1（《股本证券的配售指引》）赋予其的涵义；

(xx) 投资者、 其实益拥有人及其联系人均非本公司的董事（包括前 12 个月内的董事）、监事或当前股东或其紧密联系人或上述任何人士的代名人；

(xxi) 除先前已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 获配售者名单范本所载，或 FINI 界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（"基石投资者"除外）；或(b)《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；

(xxii) 投资者并未且将不会与任何"分销商"（定义见 S 规例）就 H 股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；

(xxiii) 认购投资者股份将遵守《上市规则》附录 F1（《股本证券的配售指引》）及新上市申请人指南第 4.15 章的条文以及证监会发出的所有相关指引；

(xxiv) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，任何一名联席保荐人或整体协调人、或全球发售的任何一名包销商的（直接或间接）融资；

(xxv) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关连关系；

(xxvi) 除依据本协议外，投资者或任何其联系人及实益拥有人均未申请全球发售下的任何 H 股或通过簿记建档过程就全球发售下的任何股份下达订单；

(xxvii) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；

(xxviii)除非事先以书面形式向本公司、联席保荐人和整体协调人披露，否则投资者、其实益拥有人和／或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；

6.3 投资者向本公司、联席保荐人及整体协调人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和／或本公司、联席保荐人及整体协调人及其各自联属人士的要求提供和／被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性。在不损害第 6.1(ii)条条文的前提下，若在本公司、联席保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、联席保荐人及整体协调人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及／或本公司、联席保荐人及／或整体协调人合理要求的其他事宜的进一步的信息及／或证明文件，以确保其各自遵守适用法律及／或公司或证券登记规定及／或主管监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

6.4 投资者明白，依据香港法律及美国证券法及其他规定须作出第 6.1 及 6.2 条所载保证、承诺、声明、确认及承认。投资者承认，本公司、联席保荐人、整体协调人及全球发售的其他包销商及其各自附属公司、代理人、联属人士、顾问、联系人、董事、职员、雇员、合伙人、代表及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性时立即书面通知本公司、联席保荐人及整体协调人。

6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、联席保荐人、整体协调人及全球发售的其他包销商（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“**获弥偿方**”）就获弥偿方由于投资者或其的全资附属公司（该全资附属公司将持有相关股份）或其各自高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以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、亏损或开支作出全额及有效弥偿，并保障其不受损害。

6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 本公司声明、保证及承诺：

(i) 其依据中国法律妥为注册成立及有效存续；

(ii) 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；

(iii) 在第 5.1 条所载全额付款及禁售期的规限下，投资者股份将在按照第 4.4 条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的 H 股享有同等地位；

(iv) 本公司、其控股股东、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事、高级人员、雇员或代理人订立不符合《上市规则》（包括新上市申请人指南第 4.15 章）的任何协议或安排（包括任何附函）；及

(v) 除本协议规定的外，本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可：

(i) 根据第 3.2 条、第 4.6 条或第 4.7 条予以终止；或

(ii) 倘若投资者（或在根据第 2.2 条透过投资者的全资附属公司认购投资者股份或根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一联席保荐人及整体协调人单方予以终止（不管本协议中是否有任何相反规定）；或

(iii) 经所有各方书面同意予以终止。

7.2 倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外），各方于本协议下的权利及责任（除下文第 11 条所载权利外）须终止，且任何一方均不得针对任何其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。尽管有上述情况，第 6.5 条、第 10 条、第 12 条、第 13 条及投资者在此作出的弥偿应在本协议终止后继续有效。

8. 公告及保密

8.1 除本协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(i) 联交所、香港证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受之监管的其他监管机构，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将发行的公开文件及本公司或代表本公司、联席保荐人及／或整体协调人将发行的与全球发售有关的营销、路演材料、展示文件及其他公告或展示文件中进行描述；

(ii) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(a)促使该方各人士知悉并遵守本协议所载的所有保密义务及(b)依然对该等人士任何违反该等保密义务的行为承担责任；及

(iii) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，但投资者已经提前咨询本公司、联席保荐人及整体协调人已就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第 8.1 提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、联席保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系、其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人及／或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。在不影响第 8.3 条的情况下，投资者不可撤销地同意，在公开文件、营销及路演材料及其他公告及文件中，披露投资者的姓名、本协议的描述，投资者的背景资料及其／与公司、联席保荐人、整体协调人、承销商及参与全球发售的其他人士的关系。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第 9.2 条规定的方式发送至以下地址：

若发送至本公司，则发送至：

地址： 中国上海浦东新区蔡伦路720弄1号201-204室
邮箱： projectqingyun@innogenpharm.com
收件人： 金今

若发送至投资者，则发送至：

地址： 香港湾仔告士打道178号华懋世纪广场32楼3201室
邮箱： ops@ginkgo-cap.com
收件人： 翁永燚

若发送至中信證券，则发送至：

地址： 香港金钟道 88 号太古广场一期 18 楼
邮箱： ProjectQingyun@clsa.com
传真： +852 2169 0801
收件人： Qingyun 交易团队

若发送至中信里昂，则发至：

地址： 香港金钟道 88 号太古广场一期 18 楼
邮箱： ProjectQingyun@clsa.com
传真： +852 2169 0801
收件人： Qingyun 交易团队

若发送至中金，则发至：

地址： 香港中环港景街 1 号国际金融中心一期 29 楼
邮箱： ib_project_qingyun@cicc.com.cn
传真： +86 10 6506 1166
收件人： IB QingYun team

若发送至德意志银行，则发至：

地址： 香港九龙柯士甸道西 1 号环球贸易广场 60 楼
邮箱： andrew.zhong@db.com
传真： 不适用
收件人： Andrew Zhong

若发送至麦格理，则发至：

地址： 香港中环港景街 1 号国际金融中心一期 22 楼
邮箱： maccapacsecmasiatransactionexecution@macquarie.com
传真： +852 3922 5797
收件人： ECM Syndicate

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

10. 一般条款

10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。

10.2 除明显错误外，就本协议目的而言，本公司、联席保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第 4.2 条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。

10.3 本协议中规定的联席保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。联席保荐人或整体协调人对任何其他联席保荐人或整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，各联

席保荐人及整体协调人应在适用法律允许的范围内有权单独或与任何其他联席保荐人或整体协调人共同强制执行其在本协议下的任何或所有权利。

10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。

10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签立。

10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易所产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 即使根据第 4 条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。

10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。

10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：

(i) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且

(ii) 未经第 10.11(i)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。

10.12 各联席保荐人及整体协调人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该联席保荐人及整体协调人仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他

权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。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，除非该豁免以书面形式作出且经被请求豁免的一方签署。

10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(i) 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

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

10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为本公司、联席保荐人或整体协调人内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、联席保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。

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

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院被呈递及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有

充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃与任何此类法律程序相关的任何此类豁免并同意不以其为理由进行申辩或申索。

13. 法律程序文件代理

13.1 投资者不可撤销地委任 WENG Wing Yee（地址为香港湾仔告士打道 178 号华懋世纪广场 32 楼 3201 室）为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否被转寄至投资者或由投资者接收）。

13.2 如果因任何原因法律程序文件代理无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意委任本公司、联席保荐人及整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的 30 天内向本公司、联席保荐人及整体协调人发送其接受委任文件的副本。

14. 复本

14.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签立。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立复本的签署页是有效的递送方式。

本协议已于文首所载日期由本协议各方正式授权签署人签立，**以资证明**。

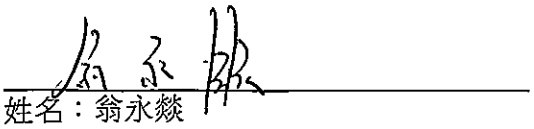
为及代表：

广州银诺医药集团股份有限公司
（GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.）

姓名：WANG QINGHUA
职务：执行董事兼总经理

为及代表：

GINKGO CAPITAL GLOBAL FUND SPC - XTALPI AI FUND SP



姓名：翁永燚
职务：授权签署人

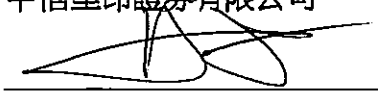
为及代表：

中信證券(香港)有限公司

姓名：Peter Ng
职务：执行董事

为及代表：

中信里昂證券有限公司



姓名：Heung Li
职务：董事总经理

为及代表：

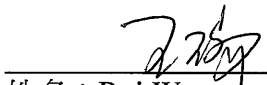
中国国际金融香港证券有限公司

Liang Jin

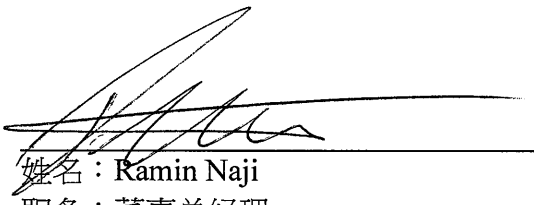
姓名：Jin Liang
职务：董事总经理

为及代表：

德意志银行香港分行



姓名：Rui Wang
职务：董事总经理



姓名：Ramin Naji
职务：董事总经理

为及代表：

麦格理资本股份有限公司

Wendy Zhai

姓名：Wendy Zhai
职务：董事总经理

姓名：Yixiao Dong
职务：副总裁

为及代表：

麦格理资本股份有限公司

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姓名：Wendy Zhai
职务：董事总经理

_____

姓名：Yixiao Dong
职务：副总裁

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于200万美元的港元（按招股章程中“有关本招股章程及全球发售的资料 — 汇率转换”一节所载之港元兑美元汇率计算得出）（不包括投资者就投资者股份支付的经纪佣金及征费）除以(2)发售价，向下取整至最接近200股H股的每手买卖单位。

本公司及整体协调人有权全权酌情调整投资者股份的分配，以确保符合(i)上市规则第8.08(3)条的规定，其规定上市时由公众人士持有的H股中，由公司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%；(ii)第8.08(1)条规定的最低公众持股量要求；及(iii)第8.08A条规定的自由流通量要求。此外，整体协调人及公司可全权酌情调整投资者股份的分配，以符合上市规则附录F1（股本证券的配售指引）。

附表二

投资者详情

投资者

注册成立地：	开曼群岛
注册证书编号：	MC-386279
商业登记号码：	N/A
商业地址：	PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Island
主要业务：	Cayman investment mutual fund
基金经理：	Ginkgo Capital Co., Limited
基金经理的注册地：	Hong Kong
基金经理的商业登记号码：	72291542
基金经理的主要业务：	Advising on securities and asset management
将纳入招股章程中的有关投资者的描述：	Ginkgo Capital Global Fund SPC - XtalPi AI Fund SP ("**Ginkgo Fund**") is a segregated portfolio of Ginkgo Capital Global Fund SPC, which is a segregated portfolio company incorporated under the laws of the Cayman Islands with limited liability, an independent third party. The investment manager of Ginkgo Fund, Ginkgo Capital Co., Limited, an independent third party, is a company incorporated under the laws of Hong Kong and is licensed by the SFC to carry out Type 4 (advising on securities) and Type 9 (asset management) regulated activities (as defined in the SFO) (CE Number: BQV674). The investment manager comprises of seasoned investment professionals with strong focus on capital market of the PRC and provides long term and comprehensive investment services for ultra-high-net-worth clients. As of the Latest Practicable Date, to the best knowledge of the Directors, the participating, redeemable, non-voting shares in Ginkgo Fund were owned as to 58.00% by XtalPi Holdings Limited (a company listed on the Stock Exchange (stock code: 2228))

	through its controlled entity, as to 34.50% by SY Holdings Group Limited (a company listed on the Stock Exchange (stock code: 6069)) through its controlled entity, and as to 7.50% by another independent third party.
相关投资者类别（按规定载入联交所FINI承配人名单范本或FINI平台就有关配售须披露	基石投资者

基石投资协议

2025年8月5日

GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.
（广州银诺医药集团股份有限公司）

及

邓海峰

及

中信證券（香港）有限公司

中信里昂證券有限公司

中国国际金融香港证券有限公司

（排名不分先后）

及

德意志银行香港分行

麦格理资本股份有限公司

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本协议（本"**协议**"）于2025年8月5日订立

订约方：

(1) **广州银诺医药集团股份有限公司**（**GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.**），一家于中国注册成立的股份有限公司，注册地址为中国广东省广州市黄浦区中新广州知识城腾飞二街2号自编号创意楼H座409室（"**本公司**"）；

(2) **邓海峰**，香港居民，身份证号为677231891496，住址为中国上海浦东新区蔡伦路720弄1号201-204室（**"投资者"**）；

(3) **中信證券（香港）有限公司**，地址为香港金钟道88号太古广场一期18楼（"**中信證券**"）；

(4) **中信里昂證券有限公司**，地址为香港金钟道88号太古广场一期18楼（"**中信里昂**"）；

(5) **中国国际金融香港证券有限公司**，地址为香港中环港景街1号国际金融中心第一期29楼（"**中金**"）；

（排名不分先后）

(6) **德意志银行香港分行**，地址为香港九龙柯士甸道西1号环球贸易广场60楼（"**德意志银行**"）；

(7) **麦格理资本股份有限公司**，地址为香港中环港景街1号国际金融中心第一期22楼（"**麦格理**"）；

（排名不分先后）**中信證券**及**中金**为"**联席保荐人**"，各自为"**联席保荐人**"；

（排名不分先后）**中信里昂**、**中金**、**德意志银行**及**麦格理**合称为"**整体协调人**"，各自为"**整体协调人**"。

叙文：

(A) 本公司已申请通过全球发售（"**全球发售**"）使其H股（定义见下文）于联交所（定义见下文）上市，当中包括：

(i) 本公司作出的公开发售，以供香港公众认购3,655,800股H股（可予重新分配）（"**香港公开发售**"）；及

(ii) 本公司在美国境外根据S规例（定义见下文）在离岸交易中向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的32,900,600股H股（可予重新分配且视乎发售量调整权（定义见招股章程）及超额配售权

（定义见下文）行使与否而定）（"**国际发售**"）。

(B) （排名不分先后）**中信證券**及**中金**担任联席保荐人；以及（排名不分先后）**中信里昂、中金、德意志银行**及**麦格理**担任全球发售的整体协调人。

(C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

"**联属人士**"，除非文意另有所指，就特定个人或实体而言，指通过一个或多个中间机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，"控制"一词（包括"控制中"、"受……控制"及"与……受共同控制"）指拥有直接或间接权力指示或安排他人指示某人士的管理及政策，不论是通过拥有有表决权证券、合约抑或其他方式；

"**总投资金额**"指发售价乘以投资者股份数目之金额；

"**批准**"具有第6.2(vii)条所给予的涵义；

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

"**经纪佣金**"指按《上市规则》费用规则第7(1)段规定以总投资金额的1.0%计算的经纪佣金；

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

"**中央结算系统**"指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

"**交割**"指根据本协议条款和条件认购投资者股份的交割；

"**《公司条例》**"指经不时修订、补充或另行修改的《公司条例》（香港法例第622章）；

"**《公司（清盘及杂项条文）条例》**"指经不时修订、补充或另行修改的《公司（清盘及杂项条文）条例》（香港法例第32章）；

"**关连人士／核心关连人士**"具有《上市规则》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；

“关联关系”具有中国证监会备案规则赋予该词的涵义，并须据此解释；

“《合约（第三者权利）条例》”指经不时修订、补充或另行修改的《合约（第三者权利）条例》（香港法例第623章）；

除非文意另有所指，“控股股东”具有《上市规则》所赋予的涵义，复数形式的“控股股东”须据此解释；

“中国证监会”指中国证券监督管理委员会；

“中国证监会备案规则”指中国证监会发布的经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

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

就任何相关股份而言，“处置”包括直接或间接：

(i) (A)对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，而不论是直接还是间接，有条件还是无条件；或者(B)就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益拥有权或当中的任何权益，或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布有意进行、订立上文第(i)至(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)至(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及“处置”须相应解释；

“费用规则”指在联交所网站上「费用规则」一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费

用的规则；

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

“**有关政府部门**”指任何政府、监管或管理委员会、委员会、机关、当局、部门或机构，或任何证券交易所、自律组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）；

“**本集团**”指本公司及其附属公司；

“**新上市申请人指南**”指联交所发布的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)所给予的涵义；

“**H股**”本公司股本中每股面值为人民币1.00元的普通股， 将于联交所主板上市及买卖；

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

“**国际发售**”具有叙文(A)所给予的涵义；

“**国际发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**投资者相关信息**”具有第6.2(x)条所给予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定；

“**法律**”指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指总投资金额0.0027%的证监会交易征费（或上市当日的交易征费），0.00565%的联交所交易费（或上市当日的交易费）及0.00015%的香港会计及财务

汇报局交易征费（或上市当日的交易征费）；

“**上市日期**”指H股首次于联交所主板上市的日期；

“《**上市规则**》”指《香港联合交易所有限公司证券上市规则》和联交所的上市决定、指南、指引和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第5.1条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的H股每股的最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配售权**”具有国际发售通函所给予的涵义；

“**各方**”指本协议指明的各方；及在文意所需之处，“**一方**”指他们中的任何一方；

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“**专业投资者**”具有《证券及期货条例》附表一第1部分所给予的涵义；

“**自营投资基准**”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“**S规例**”指《证券法》下的S规例；

“**监管机构**”具有第6.2(x)条所给予的涵义；

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

“**人民币**”指中国的法定货币人民币；

"**《证券法》**"指《1933年美国证券法》（经不时修订、补充或以其他方式修改，以及据此颁布的规则和条例）；

"**香港证监会**"指香港证券及期货事务监察委员会；

"**《证券及期货条例》**"指经不时修订、补充或另行修改的《证券及期货条例》（香港法例第571章）；

"**联交所**"指香港联合交易所有限公司；

"**附属公司**"具有《公司条例》所给予的涵义；

"**美国**"指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

"**美元**"指美国的法定货币；及

"**美国人士**"具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(i) 凡提述"**条款**"、"**分条**"或"**附表**"之处均为提述本协议的条款、分条或附表；

(ii) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(iii) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；

(iv) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(v) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(vi) 凡提述法规、法定条文、规例或规则之处均包括提述：

(a) 根据任何法规、法定条文、规例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；

(b) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及

(c) 据此作出的任何附属立法；

(vii) 对"法规"的提述包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何法规、规则、官方指令、意见、通知、通告、命令、要求或指南（无论是否具有法律效力）；

(viii) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(ix) 凡提述"**人士**"之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(x) 凡提述"**包括**"之处须分别解释为包括但不限于；及

(xi) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第 3 条所述条件（或由各方共同豁免，但第 3.1(i)、3.1(ii)、3.1(iii)和3.1(iv)条所载条件不得予以豁免，且第 3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免）后及在本协议其他条款和条件的规限下：

(i) 根据和作为国际发售的一部分，通过整体协调人及／或其联属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及／或交付（视情况而定）或安排他人分配及／或交付（视情况而定）投资者股份；及

(ii) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

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

(i) 投资者应促使该全资附属公司于该日期向本公司、联席保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议作出的相同协议、声明、保证、承诺、承认及确认约束，以及投资者在本协议作出的协议、声明、保证、承诺、承认及确认应视为投资者为自身及代表该全资附属公司作出；及

(ii) 投资者 (i)无条件及不可撤销地向本公司、联席保荐人及整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出完全且有效的弥偿并使各获弥偿方获得弥偿。

投资者在本第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、联席保荐人及整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而毋须本公司、联

席保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，“投资者”一词在本协议应解释为包括该全资附属公司。

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

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

3. 交割条件

3.1 投资者在本协议下根据第 2.1 条认购投资者股份的义务，及本公司和整体协调人根据第 2.1 条发行、配发、配售、分配及／或交付（视情况而定）或安排他人发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务，仅以于交割之时或之前满足或各方共同宽免下述各项条件（但第 3.1(i)、3.1(ii)、3.1(iii)和 3.1(iv)条所载条件不得予以豁免，且第 3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免）为条件：

(i) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以豁免或更改），以及前述包销协议概未被终止；

(ii) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价，并同意签署定价协议；

(iii) 联交所上市委员会已批准H股上市及允许买卖股份（包括投资者股份）以及其他适用豁免和批准，有关批准、允许或宽免在H股开始于联交所买卖前未被撤销；

(iv) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

(v) 投资者各自在本协议下的声明、保证、承诺、承认及确认在所有方面均属或将属真实、准确和完整且无误导或欺诈成份，以及投资者并无严重违反本协议。

3.2 倘各方未能于本协议日期后一百八十（180）日（或本公司、投资者、联席保荐人及整体协调人可能书面协定的其他日期）当日或之前履行或共同豁免第 3.1 条所载任何条件（但第 3.1(i)、3.1(ii)、3.1(iii)和 3.1(iv)条所载条件不得予以豁免，且第3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免），投资者认购及本公司及整体协调人发行、配发、配售、分配及／或交付（视情况而定）

或安排他人发行、配发、配售、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支付予任何其他方的任何款项将由该方在商业上实际可行的情况下尽快退还予投资者（不计利息），而本协议将告终止及失效，且本公司、联席保荐人及／或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第 3.2 条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免存疑，本条款不得被解释为授予投资者权利，以纠正于截至本条所述日期的期间内的任何违反投资者在本协议项下作出的各自的声明、保证、承诺、承认及确认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，而倘全球发售在拟定日期及时间前基于任何原因而延迟或终止、没有落实进行或未完成或根本无法完成，则本公司、联席保荐人及整体协调人对投资者概不承担任何责任。投资者谨此放弃由于全球发售在拟定日期及时间前基于任何原因而推迟或终止、没有落实进行或未完成或根本无法完成，而向本公司、联席保荐人及／或整体协调人或其各自的附属公司、联属人士、高级人员、董事、雇员、员工、联系人、合伙人、代理人、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 在第 3 条及本第 4 条的规限下，投资者将根据国际发售及作为其中一部分以及通过整体协调人（及／或他们各自的联属人士）以他们作为国际发售相关部分的国际包销商的国际代表的身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或于延迟交付日期按本公司及整体协调人厘定的时间及方式予以认购。倘本公司、联席保荐人及整体协调人认为无法于上市日期符合《上市规则》第 8.08(3)条（其规定本公司前三名最大公众股东实益拥有的 H 股不得超过 50%），《上市规则》第 8.08(1)条最低公众持股量的规定，或《上市规则》第 8.08A 条自由流通量的规定，则本公司、联席保荐人及整体协调人有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保符合《上市规则》第 8.08(1)条、第 8.08A 条及第 8.08(3)条的规定。此外，联席保荐人、整体协调人及本公司有权全权酌情调整投资者股份数目，以符合《上市规则》的规定。

4.2 无论投资者股份的交付时间及方式如何，投资者须在紧接上市日期前的营业日下午五时三十分（香港时间）或之前按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（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 倘整体协调人全权酌情厘定将于迟于上市日期的某一日期（“**延迟交付日期**”）交付全部或任何部分投资者股份，整体协调人须(i)不迟于上市日期前 两（2）个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前 两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于可以

行使超额配售权的最后日期后三（3）个营业日。倘投资者股份将于延迟交付日期交付给投资者，投资者仍须按第 4.2 条所述就投资者股份作出支付。

4.4 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（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者不迟于上市日期前两（2）个营业日或根据第 4.3 条厘定的延迟交付日期书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。

4.5 在不影响第 4.3 条的情况下，投资者股份的交付亦可按本公司、联席保荐人、整体协调人及投资者书面协定的任何其他方式进行，惟投资者股份的交付须不迟于超额配售权可获行使截止日期后的三(3)个营业日，且不论投资者股份的交付的时间及方式为何，投资者股份的支付须不迟于紧接上市日期前的营业日的下午五时三十分（香港时间）进行。

4.6 倘未在本协议规定的时间并按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人及整体协调人各自全权酌情保留终止本协议的权利，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将告终结及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第 6.5 条悉数支付总投资金额以及经纪佣金和征费而蒙受或招致的任何损失、成本、费用、索赔、负债、诉讼或损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免于承担赔偿责任并使其获得全面弥偿。

4.7 倘因超出本公司、联席保荐人或整体协调人（视情况而定）控制范围的情况（包括但不限于天灾、洪水、战争（无论是否宣战）、流行病或疾病爆发、与流行病或疾病爆发有关的政府规定、恐怖主义、火灾、暴乱、起义、内乱、任何工业行动、罢工、停工或其他形式的辞职和罢工、电力和其他供应的普遍故障、碰撞、技术故障、意外故障、机械故障、电气故障、计算机故障、银行系统故障、禁运、劳动纠纷、任何现有或未来法律的变化或任何现有或未来的政府行为等）导致本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、高级人员、董事、雇员、员工、联系人、合伙人、代理人、顾问及代表（视情况而定）各自未能履行或延迟履行其在本协议项下的义务，则上述人士概不承担任何责任（无论是共同还是个别承担），而在此情况下，本公司、联席保荐人及整体协调人保留自行决定终止本协议的权利，且在此情况下，本公司、联席保荐人及整体协调人的一切义务及责任应失效及终止；惟根据第 4.7 条终止本协议并不影响任何一方在终止时或之前就其条款对其他方已产生的权利或责任。

5. 对投资者的限制

5.1 在第 5.2 条的规限下，投资者向本公司、联席保荐人及整体协调人议定、契诺并向其承诺，未经本公司、联席保荐人及整体协调人各自的事先书面同意，投资者不会

（不论直接或间接）于上市日期起（包含该日）至上市日期后九（9）个月（包含该日）止期间（“**禁售期**”）内任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使或代表有权收取上述证券的证券，或同意、订立协议或公开宣布有意进行该交易；(ii)允许自己在其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《收购、合并及股份回购守则》）；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

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

(i) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(ii) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；

(iii) 投资者及投资者的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，并共同及各别地承担本协议订明的所有法律责任及义务；

(iv) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须敦促该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、联席保荐人及整体协调人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第 5 条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(v) 该全资附属公司是 (i)非美国人士；(ii)位于美国境外；并(iii)将根据 S 规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除非取得本公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权应低于本公司全部已发行股本的 10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比），且其将不会成为本公司的核心关连人士。投资者同意，倘投资者及其紧密联系人在本公司已发行股份总数中所持（直接及间接）总额可能达到或超过 10%（或《上市规则》不时就“主要股东”的定义规定的其他百分比，或导致投资者的股权根据《上市规则》或联交所不被视为由公众人士持有的其他百分比），投资者应尽快就有关情况向本公司、联席保荐人及整体协调人提供书面通知。自上

市日期起及之后，投资者及其紧密联系人在本公司已发行股份总数中的持股总额（直接及间接）将不会导致公众股东持有的 H 股比例低于《上市规则》第 8.08 条规定的比例或联交所不时规定的适用于本公司的其他比例。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权并订立本协议，及应本公司、联席保荐人及／或整体协调人合理请求向本公司、联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联属人士、联系人及他们各自的实益拥有人均不得于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的 H 股。

5.5 投资者及其联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第 4.15 章）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认及承诺概无投资者或其联属人士、董事、监事、高级人员、雇员、代理人或代表已经或将要订立该等安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者向本公司、联席保荐人及整体协调人及各自承认、声明、承诺、保证、同意和确认：

(i) 本公司、联席保荐人和整体协调人各自及他们各自的附属公司、联属人士、董事、监事、高级人员、雇员、代理人、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，以及若全球发售因故延迟、未继续进行或未完成，前述人士概不会对投资者负有任何法律责任；

(ii) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；

(iii) 根据《上市规则》或 FINI 要求向联交所提交的与投资者相关的信息将与本公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向整体协调人披露，且所有相关信息在所有方面均属真实、完整和准确，并无误导成份；

(iv) 发售价将完全根据本公司与整体协调人（为其本身及代表全球发售的其他包销商）订立的协议及全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(v) 投资者股份将由投资者通过整体协调人及／或其联属人士以他们作为国际发售的国际包销商的国际代表之身份认购；

(vi) 投资者将根据及依据本公司公司章程细则或其他组织章程文件、适用法律及本协议的条款和条件接受投资者股份；

(vii) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市规则》附录 F1 所载的配售指引及新上市申请人指南第 4.14 章，在国际发售与香港公开发售之间的重新分配H股，或联交所可能批准及不时适用于本公司的其他比例影响；

(viii) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及／或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；

(ix) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而豁免任何其他适用法律或不受该等法律规限的交易除外；

(x) 其明白及同意，仅可依据 S 规例在美国境外于"离岸交易"（定义见 S 规例）中转让投资者股份，且须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(xi) 其明白，本公司、联席保荐人和整体协调人或国际发售的任何国际包销商均未就《证券法》下用于后续再发售、重售、质押或转让投资者股份的任何可用豁免的可用性作出任何声明；

(xii) 除非第 5.2 条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；

(xiii) 其已收取（及可能在日后收取）可能构成有关投资者及其联属人士（视情况而定）投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》），及其：(a)在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（"**获授权接收人**"）过错以外的原因而成为公开信息之前，除严格以按需知情基准向其获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(b)尽力确保其获授权接收人（按照本第 6.1(xiii)条向其披露有关信息的人士）除以严格按需知情基准向其他获授权

接收人披露外，不得向其他人士披露；及(c)不得及将确保其获授权接收人（按照本第 6.1(xiii)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易H股或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括《上市规则》及任何内幕交易条文）；

(xiv) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：

(a) 招股章程草案或初步发售通函草案或可能提供（不论书面或口头）予投资者及／或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(b) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(c) 初步发售通函草案或招股章程草案或可能向投资者及／或其代表提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(xv) 本协议整体或单独不构成在美国或于其中作出发售证券要约属非法的任何其他司法管辖区作出有关要约；

(xvi) 投资者、其任何联属人士或代其行事的任何人士均未曾且不会参与任何有关 H 股的定向销售活动（定义见 S 规例）、一般招揽或一般广告宣传，或以任何方式涉及就 H 股进行的公开发售（定义见《证券法》第 4(2)条）；

(xvii) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资者股份的所有文件和信息；

(xviii) 在作出投资决定时，投资者仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及／或整体协调人（包括其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何法律责任；

(xix) 联席保荐人、整体协调人、全球发售的其他包销商及其各自董事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(xx) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；

(xxi) 投资者已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或其他包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、附属公司、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；

(xxii) 其明白，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、彼等各自的附属公司、联系人、合伙人、联属人士、董事、高级人员、雇员、顾问、代理人或代表及其他参与全球发售的人士并未就将存在投资者股份的公开市场作出担保；

(xxiii) H 股买卖须遵守适用法律（包括《证券及期货条例》、《上市规则》、《证券法》及任何适用法律对H股买卖的其他限制或任何具资格的证券交易所的相关规则）；

(xxiv) 若全球发售因故推迟或终止或未完成，则本公司、联席保荐人、整体协调人或其各自任何联系人、附属公司、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表或任何其他参与全球发售的人士概不对投资者或其附属公司负有任何法律责任；

(xxv) 本公司及整体协调人对变更或调整(a)全球发售项下待发行的 H 股股数； (b)香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权；及(iii)联交所可能批准并遵守适用法律而对提呈发售的 H 股作出其他调整或重新分配；

(xxvi) 投资者已同意将于紧接上市日期前一营业日下午五时三十分（香港时间）或根据第 4.5 条约定的该等其它日期之时或之前支付总投资金额及有关经纪佣金和征费；

(xxvii) 本公司、联席保荐人及整体协调人有权全权酌情调整投资者股份的分配，以满足《上市规则》第 8.08(3)条的规定，即在上市日期公众持有的 H 股中，三名最大公众股东实益拥有的 H 股不得超过 50%，《上市规则》第 8.08(1)条的最低公众持股量规定，以及《上市规则》第 8.08A 条的自由流通量规定，或经联交所批准的其他规定；

(xxviii)公司不认可任何并非根据本协议规定进行的H股要约、出售、质押或其他转让；

6.2 投资者向本公司、联席保荐人及整体协调人进一步承认、声明、保证及承诺：

(i) 其信誉良好，并未提出有关其破产的申请，并未与其债权人达成任何自愿安排，并未陷入资不抵债或出现无法按期偿还债务的状态；

(ii) 其已达到法定年龄且心志健全，充分理解本协议内容，且其行为独立自主，未受任何人的不当影响；

(iii) 其符合资格接收及使用本协议（其中包括本协议、招股章程草案及初步发售通函草案）项下的资料，且不会违反适用于投资者的所有法律；

(iv) 如适用，其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(v) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(vi) 本协议已经由投资者妥为签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(vii) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(viii) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（"**批准**"）均已取得及具备十足效力及作用，且并非失效、被撤回、被撤销或被搁置，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、联席保荐人及整体协调人；

(ix) 投资者应根据要求，在合理可行的范围内尽快向本公司、联席保荐人及／或整体协调人及其各自的联系人提供联交所和其他政府部门可能要求的资料；

(x) 投资者签立及交付本协议，及其履行本协议、认购投资者股份及完成本协议拟进行之交易将不会违反或导致投资者违反：(a)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式适用于投资者的法律或(b)对投资者具有约束力的任何协议或其他文书或(c)对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；

(xi) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为"**监管机构**"）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、联席保荐人及／或整体协调人提供信息（包括但不限于：(a)投资者及其最终实益拥有人及／或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和注册成立地）；(b)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(c)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及／或(d)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为"**投资者相关信息**"），并接受及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、整体协调

人各自及其各自联属人士、联系人、附属公司、代理人、董事、监事、高级人员、雇员、合伙人、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和／或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

(xii) 投资者拥有有关财务及商业事宜的知识及经验，以致(a)其能评估投资者股份潜在投资的优点及风险；(b)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；(c)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(d)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(xiii) 其常规业务为买卖股份或债权证，或其是专业投资者，通过订立本协议，其并不是有关本协议下拟议交易的任何联席保荐人、整体协调人的客户或资本市场中介人；

(xiv) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；

(xv) 如果其于美国境外认购投资者股份，那么其是在 S 规例所指“离岸交易”中如此行事且其并非美国人士；

(xvi) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；

(xvii) 投资者及其实益拥有人及／或联系人：(a)为独立于本公司的第三方；(b)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会导致投资者或其实益拥有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）；(c)具有财务能力并将利用其自身的财务资源履行本协议项下所有义务；(d)并非受(A)本公司任何核心关连人士（定义见《上市规则》）或(B)本公司、本公司或任何其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，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；(e)不属于《上市规则》附录 F1（股本证券的配售指引）第 5 段所述的任何类别的人士；及(f)与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、联席保荐人和整体协调人；

(xviii) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

(xix) 投资者、其实益拥有人及／或联系人各自均非(a)联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、全球发售的包销商或任何分销商中任何人士的"关连客户"；或(b)本公司现有股东的"紧密联系人"。词语"关连客户"及"分销商"具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(xx) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语"全权管理投资组合"具有《上市规则》附录 F1（《股本证券的配售指引》）赋予其的涵义；

(xxi) 投资者及其联系人均非本公司的董事（包括前 12 个月内的董事）、监事或当前股东或其紧密联系人或上述任何人士的代名人；

(xxii) 除先前已书面通知联席保荐人及整体协调人外，投资者不属于(a)联交所FINI 获配售者名单范本所载，或 FINI 界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（"基石投资者"除外）；或(b)《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；

(xxiii) 投资者并未且将不会与任何"分销商"（定义见 S 规例）就H股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；

(xxiv) 认购投资者股份将遵守《上市规则》附录 F1（《股本证券的配售指引》）及新上市申请人指南第 4.15 章的条文以及证监会发出的所有相关指引；

(xxv) 投资者、其联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，任何一名联席保荐人或整体协调人、或全球发售的任何一名包销商的（直接或间接）融资；

(xxvi) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关连关系；

(xxvii) 除依据本协议外，投资者或任何其联系人均未申请全球发售下的任何H股或通过簿记建档过程就全球发售下的任何股份下达订单；

(xxviii)除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；

(xxix) 除非事先以书面形式向本公司、联席保荐人和整体协调人披露，否则投资者、其联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；

6.3 投资者向本公司、联席保荐人及整体协调人声明及保证，附表二所载有关其的说明以及所有根据监管机构和／或本公司、联席保荐人及整体协调人及其各自联属人士的要求提供和／被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性。在不损害第 6.1(ii)条条文的前提下，若在本公司、联席保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、联席保荐人及整体协调人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其及／或本公司、联席保荐人及／或整体协调人合理要求的其他事宜的进一步的信息及／或证明文件，以确保其各自遵守适用法律及／或公司或证券登记规定及／或主管监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为保证有关其的说明在各方面真实、准确及完整，及并无具有误导性。

6.4 投资者明白，依据香港法律及美国证券法及其他规定须作出第 6.1 及 6.2 条所载保证、承诺、声明、确认及承认。投资者承认，本公司、联席保荐人、整体协调人及全球发售的其他包销商及其各自附属公司、代理人、联属人士、顾问、联系人、董事、职员、雇员、合伙人、代表及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性时立即书面通知本公司、联席保荐人及整体协调人。

6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、联席保荐人、整体协调人及全球发售的其他包销商（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“**获弥偿方**”）就获弥偿方由于投资者或其的全资附属公司（该全资附属公司将持有相关股份）或其各自高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以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、亏损或开支作出全额及有效弥偿，并保障其不受损害。

6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 本公司声明、保证及承诺：

(i) 其依据中国法律妥为注册成立及有效存续；

(ii) 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；

(iii) 在第 5.1 条所载全额付款及禁售期的规限下，投资者股份将在按照第 4.4 条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的 H 股享有同等地位；

(iv) 本公司、其控股股东、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事、高级人员、雇员或代理人订立不符合《上市规则》（包括新上市申请人指南第 4.15 章）的任何协议或安排（包括任何附函）；及

(v) 除本协议规定的外，本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可：

(i) 根据第 3.2 条、第 4.6 条或第 4.7 条予以终止；或

(ii) 倘若投资者（或在根据第 2.2 条透过投资者的全资附属公司认购投资者股份或根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一联席保荐人及整体协调人单方予以终止（不管本协议中是否有任何相反规定）；或

(iii) 经所有各方书面同意予以终止。

7.2 倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外），各方于本协议下的权利及责任（除下文第 11 条所载权利外）须终止，且任何一方均不得针对任何其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。尽管有上述情况，第 6.5 条、第 10 条、第 12 条、第 13 条及投资者在此作出的弥偿应在本协议终止后继续有效。

8. 公告及保密

8.1 除本协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(i) 联交所、香港证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受之监管的其他监管机构，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将发行的公开文件及本公司或代表本公司、联席保荐人及／或整体协调人将发行的与全球发售有关的营销、路演材料、展示文件及其他公告或展示文件中进行描述；

(ii) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(a)促使该方各人士知悉并遵守本协议所载的所有保密义务及(b)依然对该等人士任何违反该等保密义务的行为承担责任；及

(iii) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，但投资者已经提前咨询本公司、联席保荐人及整体协调人已就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第 8.1 提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、联席保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人及／或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。在不影响第 8.3 条的情况下，投资者不可撤销地同意，在公开文件、营销及路演材料及其他

公告及文件中，披露投资者的姓名、本协议的描述，投资者的背景资料及其／与公司、联席保荐人、整体协调人、承销商及参与全球发售的其他人士的关系。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第 9.2 条规定的方式发送至以下地址：

若发送至本公司，则发送至：

地址： 中国上海浦东新区蔡伦路720弄1号201-204室
邮箱： projectqingyun@innogenpharm.com
收件人： 金今

若发送至投资者，则发送至：

地址： 中国上海浦东新区碧云路777弄碧云花园一期2号楼602室
邮箱： denghaifeng88@hotmail.com
收件人： 邓海峰

若发送至中信證券，则发送至：

地址： 香港金钟道 88 号太古广场一期 18 楼
邮箱： ProjectQingyun@clsa.com
传真： +852 2169 0801
收件人： Qingyun 交易团队

若发送至中信里昂，则发至：

地址： 香港金钟道 88 号太古广场一期 18 楼
邮箱： ProjectQingyun@clsa.com
传真： +852 2169 0801
收件人： Qingyun 交易团队

若发送至中金，则发至：

地址： 香港中环港景街 1 号国际金融中心一期 29 楼
邮箱： ib_project_qingyun@cicc.com.cn
传真： +86 10 6506 1166
收件人： IB QingYun team

若发送至德意志银行，则发至：

地址： 香港九龙柯士甸道西 1 号环球贸易广场 60 楼

邮箱： andrew.zhong@db.com
传真： 不适用
收件人： Andrew Zhong

若发送至麦格理，则发至：

地址： 香港中环港景街 1 号国际金融中心一期 22 楼
邮箱： maccapacsecmasiatransactionexecution@macquarie.com
传真： +852 3922 5797
收件人： ECM Syndicate

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

10. 一般条款

10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。

10.2 除明显错误外，就本协议目的而言，本公司、联席保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第 4.2 条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。

10.3 本协议中规定的联席保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。联席保荐人或整体协调人对任何其他联席保荐人或整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，各联席保荐人及整体协调人应在适用法律允许的范围内有权单独或与任何其他联席保荐人或整体协调人共同强制执行其在本协议下的任何或所有权利。

10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。

10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签立。

10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易所产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 即使根据第 4 条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。

10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。

10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：

(i) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且

(ii) 未经第 10.11(i)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。

10.12 各联席保荐人及整体协调人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该联席保荐人及整体协调人仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。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，除非该豁免以书面形式作出且经被请求豁免的一方签署。

10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(i) 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

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

10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为本公司、联席保荐人或整体协调人内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、联席保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。

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

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院被呈递及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、

或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃与任何此类法律程序相关的任何此类豁免并同意不以其为理由进行申辩或申索。

13. 法律程序文件代理

13.1 投资者不可撤销地委任吴捷强先生（地址为香港西贡嘉树路 8 号清水湾大厦 C1）为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否被转寄至投资者或由投资者接收）。

13.2 如果因任何原因法律程序文件代理无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意委任本公司、联席保荐人及整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的 30 天内向本公司、联席保荐人及整体协调人发送其接受委任文件的副本。

14. 复本

14.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签立。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立复本的签署页是有效的递送方式。

本协议已于文首所载日期由本协议各方正式授权签署人签立，**以资证明**。

为及代表：

广州银诺医药集团股份有限公司
（GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.）

姓名：WANG QINGHUA
职务：执行董事兼总经理

姓名：邓海峰

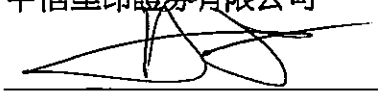
为及代表：

中信證券(香港)有限公司

姓名：Peter Ng
职务：执行董事

为及代表：

中信里昂證券有限公司



姓名：Heung Li
职务：董事总经理

为及代表：

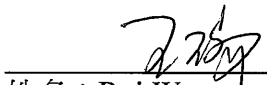
中国国际金融香港证券有限公司

Liang Jin

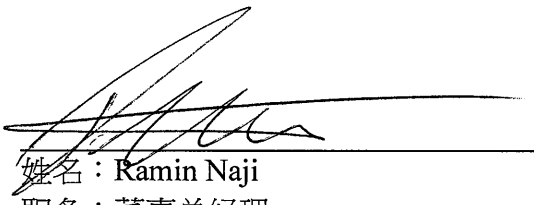
姓名：Jin Liang
职务：董事总经理

为及代表：

德意志银行香港分行



姓名：Rui Wang
职务：董事总经理



姓名：Ramin Naji
职务：董事总经理

为及代表：

麦格理资本股份有限公司

Wendy Zhai

姓名：Wendy Zhai
职务：董事总经理

姓名：Yixiao Dong
职务：副总裁

为及代表：

麦格理资本股份有限公司

_____

姓名：Wendy Zhai
职务：董事总经理

_____

姓名：Yixiao Dong
职务：副总裁

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于100万美元的港元（按招股章程中“有关本招股章程及全球发售的资料 — 汇率转换”一节所载之港元兑美元汇率计算得出）（不包括投资者就投资者股份支付的经纪佣金及征费）除以(2)发售价，向下取整至最接近200股H股的每手买卖单位。

本公司及整体协调人有权全权酌情调整投资者股份的分配，以确保符合(i)上市规则第8.08(3)条的规定，其规定上市时由公众人士持有的H股中，由公司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%；(ii)第8.08(1)条规定的最低公众持股量要求；及(iii)第8.08A条规定的自由流通量要求。此外，整体协调人及公司可全权酌情调整投资者股份的分配，以符合上市规则附录F1（股本证券的配售指引）。

附表二

投资者详情

投资者

将纳入招股章程中的有关投资者的描述：	邓海峰先生为一名个人投资人及独立第三方。彼为中国华新资本（香港）有限公司的合伙人及投资总监，具备超过25年资本市场丰富的从业经验。
相关投资者类别（按规定载入联交所FINI承配人名单范本或FINI平台就有关配售须披露	基石投资者

基石投资协议

2025年8月5日

GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.
（广州银诺医药集团股份有限公司）

及

黎慧凤

及

中信證券（香港）有限公司

中信里昂證券有限公司

中国国际金融香港证券有限公司

（排名不分先后）

及

德意志银行香港分行

麦格理资本股份有限公司

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本协议（本“**协议**”）于2025年8月5日订立

订约方：

(1) **广州银诺医药集团股份有限公司**（**GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.**），一家于中国注册成立的股份有限公司，注册地址为中国广东省广州市黄浦区中新广州知识城腾飞二街2号自编号创意楼H座409室（“**本公司**”）；

(2) **黎慧凤**，香港居民，身份证号为781219797685，住址为香港新界大埔区科进路5号天赋海湾H7（**“投资者”**）；

(3) **中信證券（香港）有限公司**，地址为香港金钟道88号太古广场一期18楼（“**中信證券**”）；

(4) **中信里昂證券有限公司**，地址为香港金钟道88号太古广场一期18楼（“**中信里昂**”）；

(5) **中国国际金融香港证券有限公司**，地址为香港中环港景街1号国际金融中心第一期29楼（“**中金**”）；

（排名不分先后）

(6) **德意志银行香港分行**，地址为香港九龙柯士甸道西1号环球贸易广场60楼（“**德意志银行**”）；

(7) **麦格理资本股份有限公司**，地址为香港中环港景街1号国际金融中心第一期22楼（“**麦格理**”）；

（排名不分先后）**中信證券**及**中金**为“**联席保荐人**”，各自为“**联席保荐人**”；

（排名不分先后）**中信里昂**、**中金**、**德意志银行**及**麦格理**合称为“**整体协调人**”，各自为“**整体协调人**”。

叙文：

(A) 本公司已申请通过全球发售（“**全球发售**”）使其H股（定义见下文）于联交所（定义见下文）上市，当中包括：

(i) 本公司作出的公开发售，以供香港公众认购3,655,800股H股（可予重新分配）（“**香港公开发售**”）；及

(ii) 本公司在美国境外根据S规例（定义见下文）在离岸交易中向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的32,900,600股H股（可予重新分配且视乎发售量调整权（定义见招股章程）及超额配售权

（定义见下文）行使与否而定）（"**国际发售**"）。

(B) （排名不分先后）**中信證券**及**中金**担任联席保荐人；以及（排名不分先后）**中信里昂、中金、德意志银行**及**麦格理**担任全球发售的整体协调人。

(C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

"**联属人士**"，除非文意另有所指，就特定个人或实体而言，指通过一个或多个中间机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，"控制"一词（包括"控制中"、"受……控制"及"与……受共同控制"）指拥有直接或间接权力指示或安排他人指示某人士的管理及政策，不论是通过拥有有表决权证券、合约抑或其他方式；

"**总投资金额**"指发售价乘以投资者股份数目之金额；

"**批准**"具有第6.2(vii)条所给予的涵义；

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

"**经纪佣金**"指按《上市规则》费用规则第7(1)段规定以总投资金额的1.0%计算的经纪佣金；

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

"**中央结算系统**"指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

"**交割**"指根据本协议条款和条件认购投资者股份的交割；

"**《公司条例》**"指经不时修订、补充或另行修改的《公司条例》（香港法例第622章）；

"**《公司（清盘及杂项条文）条例》**"指经不时修订、补充或另行修改的《公司（清盘及杂项条文）条例》（香港法例第32章）；

"**关连人士／核心关连人士**"具有《上市规则》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；

“关联关系”具有中国证监会备案规则赋予该词的涵义，并须据此解释；

“《合约（第三者权利）条例》”指经不时修订、补充或另行修改的《合约（第三者权利）条例》（香港法例第623章）；

除非文意另有所指，“控股股东”具有《上市规则》所赋予的涵义，复数形式的“控股股东”须据此解释；

“中国证监会”指中国证券监督管理委员会；

“中国证监会备案规则”指中国证监会发布的经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

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

就任何相关股份而言，“处置”包括直接或间接：

(i) (A)对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，而不论是直接还是间接，有条件还是无条件；或者(B)就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益拥有权或当中的任何权益，或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布有意进行、订立上文第(i)至(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)至(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及“处置”须相应解释；

“费用规则”指在联交所网站上「费用规则」一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费

用的规则；

"**FINI**"具有《上市规则》所赋予的涵义；

"**全球发售**"具有叙文(A)所给予的涵义；

"**有关政府部门**"指任何政府、监管或管理委员会、委员会、机关、当局、部门或机构，或任何证券交易所、自律组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）；

"**本集团**"指本公司及其附属公司；

"**新上市申请人指南**"指联交所发布的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

"**港元**"指香港的法定货币；

"**香港**"指中国香港特别行政区；

"**香港公开发售**"具有叙文(A)所给予的涵义；

"**H股**"本公司股本中每股面值为人民币1.00元的普通股， 将于联交所主板上市及买卖；

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

"**国际发售**"具有叙文(A)所给予的涵义；

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

"**投资者相关信息**"具有第6.2(x)条所给予的涵义；

"**投资者股份**"指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定；

"**法律**"指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

"**征费**"指总投资金额0.0027%的证监会交易征费（或上市当日的交易征费），0.00565%的联交所交易费（或上市当日的交易费）及0.00015%的香港会计及财务

汇报局交易征费（或上市当日的交易征费）；

“**上市日期**”指H股首次于联交所主板上市的日期；

“《**上市规则**》”指《香港联合交易所有限公司证券上市规则》和联交所的上市决定、指南、指引和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第5.1条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的H股每股的最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配售权**”具有国际发售通函所给予的涵义；

“**各方**”指本协议指明的各方；及在文意所需之处，“**一方**”指他们中的任何一方；

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“**专业投资者**”具有《证券及期货条例》附表一第1部分所给予的涵义；

“**自营投资基准**”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“**S规例**”指《证券法》下的S规例；

“**监管机构**”具有第6.2(x)条所给予的涵义；

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

“**人民币**”指中国的法定货币人民币；

"**《证券法》**"指《1933年美国证券法》（经不时修订、补充或以其他方式修改，以及据此颁布的规则和条例）；

"**香港证监会**"指香港证券及期货事务监察委员会；

"**《证券及期货条例》**"指经不时修订、补充或另行修改的《证券及期货条例》（香港法例第571章）；

"**联交所**"指香港联合交易所有限公司；

"**附属公司**"具有《公司条例》所给予的涵义；

"**美国**"指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

"**美元**"指美国的法定货币；及

"**美国人士**"具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(i) 凡提述"**条款**"、"**分条**"或"**附表**"之处均为提述本协议的条款、分条或附表；

(ii) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(iii) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；

(iv) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(v) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(vi) 凡提述法规、法定条文、规例或规则之处均包括提述：

(a) 根据任何法规、法定条文、规例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；

(b) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及

(c) 据此作出的任何附属立法；

(vii) 对"法规"的提述包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何法规、规则、官方指令、意见、通知、通告、命令、要求或指南（无论是否具有法律效力）；

(viii) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(ix) 凡提述"**人士**"之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(x) 凡提述"**包括**"之处须分别解释为包括但不限于；及

(xi) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第 3 条所述条件（或由各方共同豁免，但第 3.1(i)、3.1(ii)、3.1(iii)和3.1(iv)条所载条件不得予以豁免，且第 3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免）后及在本协议其他条款和条件的规限下：

(i) 根据和作为国际发售的一部分，通过整体协调人及／或其联属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及／或交付（视情况而定）或安排他人分配及／或交付（视情况而定）投资者股份；及

(ii) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

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

(i) 投资者应促使该全资附属公司于该日期向本公司、联席保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议作出的相同协议、声明、保证、承诺、承认及确认约束，以及投资者在本协议作出的协议、声明、保证、承诺、承认及确认应视为投资者为自身及代表该全资附属公司作出；及

(ii) 投资者 (i)无条件及不可撤销地向本公司、联席保荐人及整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出完全且有效的弥偿并使各获弥偿方获得弥偿。

投资者在本第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、联席保荐人及整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而毋须本公司、联

席保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，“投资者”一词在本协议应解释为包括该全资附属公司。

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

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

3. 交割条件

3.1 投资者在本协议下根据第 2.1 条认购投资者股份的义务，及本公司和整体协调人根据第 2.1 条发行、配发、配售、分配及／或交付（视情况而定）或安排他人发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务，仅以于交割之时或之前满足或各方共同宽免下述各项条件（但第 3.1(i)、3.1(ii)、3.1(iii)和 3.1(iv)条所载条件不得予以豁免，且第 3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免）为条件：

(i) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以豁免或更改），以及前述包销协议概未被终止；

(ii) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价，并同意签署定价协议；

(iii) 联交所上市委员会已批准H股上市及允许买卖股份（包括投资者股份）以及其他适用豁免和批准，有关批准、允许或宽免在H股开始于联交所买卖前未被撤销；

(iv) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

(v) 投资者各自在本协议下的声明、保证、承诺、承认及确认在所有方面均属或将属真实、准确和完整且无误导或欺诈成份，以及投资者并无严重违反本协议。

3.2 倘各方未能于本协议日期后一百八十（180）日（或本公司、投资者、联席保荐人及整体协调人可能书面协定的其他日期）当日或之前履行或共同豁免第 3.1 条所载任何条件（但第 3.1(i)、3.1(ii)、3.1(iii)和 3.1(iv)条所载条件不得予以豁免，且第3.1(v)条所载条件只能由本公司、联席保荐人及整体协调人共同予以豁免），投资者认购及本公司及整体协调人发行、配发、配售、分配及／或交付（视情况而定）

或安排他人发行、配发、配售、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支付予任何其他方的任何款项将由该方在商业上实际可行的情况下尽快退还予投资者（不计利息），而本协议将告终止及失效，且本公司、联席保荐人及／或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第 3.2 条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免存疑，本条款不得被解释为授予投资者权利，以纠正于截至本条所述日期的期间内的任何违反投资者在本协议项下作出的各自的声明、保证、承诺、承认及确认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，而倘全球发售在拟定日期及时间前基于任何原因而延迟或终止、没有落实进行或未完成或根本无法完成，则本公司、联席保荐人及整体协调人对投资者概不承担任何责任。投资者谨此放弃由于全球发售在拟定日期及时间前基于任何原因而推迟或终止、没有落实进行或未完成或根本无法完成，而向本公司、联席保荐人及／或整体协调人或其各自的附属公司、联属人士、高级人员、董事、雇员、员工、联系人、合伙人、代理人、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 在第 3 条及本第 4 条的规限下，投资者将根据国际发售及作为其中一部分以及通过整体协调人（及／或他们各自的联属人士）以他们作为国际发售相关部分的国际包销商的国际代表的身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或于延迟交付日期按本公司及整体协调人厘定的时间及方式予以认购。倘本公司、联席保荐人及整体协调人认为无法于上市日期符合《上市规则》第 8.08(3)条（其规定本公司前三名最大公众股东实益拥有的 H 股不得超过 50%），《上市规则》第 8.08(1)条最低公众持股量的规定，或《上市规则》第 8.08A 条自由流通量的规定，则本公司、联席保荐人及整体协调人有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保符合《上市规则》第 8.08(1)条、第 8.08A 条及第 8.08(3)条的规定。此外，联席保荐人、整体协调人及本公司有权全权酌情调整投资者股份数目，以符合《上市规则》的规定。

4.2 无论投资者股份的交付时间及方式如何，投资者须在紧接上市日期前的营业日下午五时三十分（香港时间）或之前按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（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 倘整体协调人全权酌情厘定将于迟于上市日期的某一日期（“**延迟交付日期**”）交付全部或任何部分投资者股份，整体协调人须(i)不迟于上市日期前 两（2）个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前 两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于可以

行使超额配售权的最后日期后三（3）个营业日。倘投资者股份将于延迟交付日期交付给投资者，投资者仍须按第 4.2 条所述就投资者股份作出支付。

4.4 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（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者不迟于上市日期前两（2）个营业日或根据第 4.3 条厘定的延迟交付日期书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。

4.5 在不影响第 4.3 条的情况下，投资者股份的交付亦可按本公司、联席保荐人、整体协调人及投资者书面协定的任何其他方式进行，惟投资者股份的交付须不迟于超额配售权可获行使截止日期后的三(3)个营业日，且不论投资者股份的交付的时间及方式为何，投资者股份的支付须不迟于紧接上市日期前的营业日的下午五时三十分（香港时间）进行。

4.6 倘未在本协议规定的时间并按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人及整体协调人各自全权酌情保留终止本协议的权利，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将告终结及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第 6.5 条悉数支付总投资金额以及经纪佣金和征费而蒙受或招致的任何损失、成本、费用、索赔、负债、诉讼或损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免于承担赔偿责任并使其获得全面弥偿。

4.7 倘因超出本公司、联席保荐人或整体协调人（视情况而定）控制范围的情况（包括但不限于天灾、洪水、战争（无论是否宣战）、流行病或疾病爆发、与流行病或疾病爆发有关的政府规定、恐怖主义、火灾、暴乱、起义、内乱、任何工业行动、罢工、停工或其他形式的辞职和罢工、电力和其他供应的普遍故障、碰撞、技术故障、意外故障、机械故障、电气故障、计算机故障、银行系统故障、禁运、劳动纠纷、任何现有或未来法律的变化或任何现有或未来的政府行为等）导致本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、高级人员、董事、雇员、员工、联系人、合伙人、代理人、顾问及代表（视情况而定）各自未能履行或延迟履行其在本协议项下的义务，则上述人士概不承担任何责任（无论是共同还是个别承担），而在此情况下，本公司、联席保荐人及整体协调人保留自行决定终止本协议的权利，且在此情况下，本公司、联席保荐人及整体协调人的一切义务及责任应失效及终止；惟根据第 4.7 条终止本协议并不影响任何一方在终止时或之前就其条款对其他方已产生的权利或责任。

5. 对投资者的限制

5.1 在第 5.2 条的规限下，投资者向本公司、联席保荐人及整体协调人议定、契诺并向其承诺，未经本公司、联席保荐人及整体协调人各自的事先书面同意，投资者不会

（不论直接或间接）于上市日期起（包含该日）至上市日期后九（9）个月（包含该日）止期间（“**禁售期**”）内任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使或代表有权收取上述证券的证券，或同意、订立协议或公开宣布有意进行该交易；(ii)允许自己在其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《收购、合并及股份回购守则》）；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

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

(i) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(ii) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；

(iii) 投资者及投资者的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，并共同及各别地承担本协议订明的所有法律责任及义务；

(iv) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须敦促该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、联席保荐人及整体协调人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第 5 条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(v) 该全资附属公司是 (i)非美国人士；(ii)位于美国境外；并(iii)将根据 S 规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除非取得本公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权应低于本公司全部已发行股本的 10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比），且其将不会成为本公司的核心关连人士。投资者同意，倘投资者及其紧密联系人在本公司已发行股份总数中所持（直接及间接）总额可能达到或超过 10%（或《上市规则》不时就“主要股东”的定义规定的其他百分比，或导致投资者的股权根据《上市规则》或联交所不被视为由公众人士持有的其他百分比），投资者应尽快就有关情况向本公司、联席保荐人及整体协调人提供书面通知。自上

市日期起及之后，投资者及其紧密联系人在本公司已发行股份总数中的持股总额（直接及间接）将不会导致公众股东持有的 H 股比例低于《上市规则》第 8.08 条规定的比例或联交所不时规定的适用于本公司的其他比例。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权并订立本协议，及应本公司、联席保荐人及／或整体协调人合理请求向本公司、联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联属人士、联系人及他们各自的实益拥有人均不得于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的 H 股。

5.5 投资者及其联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第 4.15 章）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认及承诺概无投资者或其联属人士、董事、监事、高级人员、雇员、代理人或代表已经或将要订立该等安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者向本公司、联席保荐人及整体协调人及各自承认、声明、承诺、保证、同意和确认：

(i) 本公司、联席保荐人和整体协调人各自及他们各自的附属公司、联属人士、董事、监事、高级人员、雇员、代理人、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，以及若全球发售因故延迟、未继续进行或未完成，前述人士概不会对投资者负有任何法律责任；

(ii) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；

(iii) 根据《上市规则》或 FINI 要求向联交所提交的与投资者相关的信息将与本公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向整体协调人披露，且所有相关信息在所有方面均属真实、完整和准确，并无误导成份；

(iv) 发售价将完全根据本公司与整体协调人（为其本身及代表全球发售的其他包销商）订立的协议及全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(v) 投资者股份将由投资者通过整体协调人及／或其联属人士以他们作为国际发售的国际包销商的国际代表之身份认购；

(vi) 投资者将根据及依据本公司公司章程细则或其他组织章程文件、适用法律及本协议的条款和条件接受投资者股份；

(vii) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市规则》附录 F1 所载的配售指引及新上市申请人指南第 4.14 章，在国际发售与香港公开发售之间的重新分配H股，或联交所可能批准及不时适用于本公司的其他比例影响；

(viii) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及／或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；

(ix) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而豁免任何其他适用法律或不受该等法律规限的交易除外；

(x) 其明白及同意，仅可依据 S 规例在美国境外于"离岸交易"（定义见 S 规例）中转让投资者股份，且须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(xi) 其明白，本公司、联席保荐人和整体协调人或国际发售的任何国际包销商均未就《证券法》下用于后续再发售、重售、质押或转让投资者股份的任何可用豁免的可用性作出任何声明；

(xii) 除非第 5.2 条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；

(xiii) 其已收取（及可能在日后收取）可能构成有关投资者及其联属人士（视情况而定）投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》），及其：(a)在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（"**获授权接收人**"）过错以外的原因而成为公开信息之前，除严格以按需知情基准向其获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(b)尽力确保其获授权接收人（按照本第 6.1(xiii)条向其披露有关信息的人士）除以严格按需知情基准向其他获授权

接收人披露外，不得向其他人士披露；及(c)不得及将确保其获授权接收人（按照本第 6.1(xiii)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易H股或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括《上市规则》及任何内幕交易条文）；

(xiv) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：

(a) 招股章程草案或初步发售通函草案或可能提供（不论书面或口头）予投资者及／或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(b) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(c) 初步发售通函草案或招股章程草案或可能向投资者及／或其代表提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(xv) 本协议整体或单独不构成在美国或于其中作出发售证券要约属非法的任何其他司法管辖区作出有关要约；

(xvi) 投资者、其任何联属人士或代其行事的任何人士均未曾且不会参与任何有关 H 股的定向销售活动（定义见 S 规例）、一般招揽或一般广告宣传，或以任何方式涉及就 H 股进行的公开发售（定义见《证券法》第 4(2)条）；

(xvii) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资者股份的所有文件和信息；

(xviii) 在作出投资决定时，投资者仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及／或整体协调人（包括其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何法律责任；

(xix) 联席保荐人、整体协调人、全球发售的其他包销商及其各自董事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(xx) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；

(xxi) 投资者已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或其他包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、附属公司、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；

(xxii) 其明白，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、彼等各自的附属公司、联系人、合伙人、联属人士、董事、高级人员、雇员、顾问、代理人或代表及其他参与全球发售的人士并未就将存在投资者股份的公开市场作出担保；

(xxiii) H 股买卖须遵守适用法律（包括《证券及期货条例》、《上市规则》、《证券法》及任何适用法律对H股买卖的其他限制或任何具资格的证券交易所的相关规则）；

(xxiv) 若全球发售因故推迟或终止或未完成，则本公司、联席保荐人、整体协调人或其各自任何联系人、附属公司、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表或任何其他参与全球发售的人士概不对投资者或其附属公司负有任何法律责任；

(xxv) 本公司及整体协调人对变更或调整(a)全球发售项下待发行的 H 股股数； (b)香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权；及(iii)联交所可能批准并遵守适用法律而对提呈发售的 H 股作出其他调整或重新分配；

(xxvi) 投资者已同意将于紧接上市日期前一营业日下午五时三十分（香港时间）或根据第 4.5 条约定的该等其它日期之时或之前支付总投资金额及有关经纪佣金和征费；

(xxvii) 本公司、联席保荐人及整体协调人有权全权酌情调整投资者股份的分配，以满足《上市规则》第 8.08(3)条的规定，即在上市日期公众持有的 H 股中，三名最大公众股东实益拥有的 H 股不得超过 50%，《上市规则》第 8.08(1)条的最低公众持股量规定，以及《上市规则》第 8.08A 条的自由流通量规定，或经联交所批准的其他规定；

(xxviii)公司不认可任何并非根据本协议规定进行的H股要约、出售、质押或其他转让；

6.2 投资者向本公司、联席保荐人及整体协调人进一步承认、声明、保证及承诺：

(i) 其信誉良好，并未提出有关其破产的申请，并未与其债权人达成任何自愿安排，并未陷入资不抵债或出现无法按期偿还债务的状态；

(ii) 其已达到法定年龄且心志健全，充分理解本协议内容，且其行为独立自主，未受任何人的不当影响；

(iii) 其符合资格接收及使用本协议（其中包括本协议、招股章程草案及初步发售通函草案）项下的资料，且不会违反适用于投资者的所有法律；

(iv) 如适用，其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(v) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(vi) 本协议已经由投资者妥为签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(vii) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(viii) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（"**批准**"）均已取得及具备十足效力及作用，且并非失效、被撤回、被撤销或被搁置，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、联席保荐人及整体协调人；

(ix) 投资者应根据要求，在合理可行的范围内尽快向本公司、联席保荐人及／或整体协调人及其各自的联系人提供联交所和其他政府部门可能要求的资料；

(x) 投资者签立及交付本协议，及其履行本协议、认购投资者股份及完成本协议拟进行之交易将不会违反或导致投资者违反：(a)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式适用于投资者的法律或(b)对投资者具有约束力的任何协议或其他文书或(c)对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；

(xi) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为"**监管机构**"）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、联席保荐人及／或整体协调人提供信息（包括但不限于：(a)投资者及其最终实益拥有人及／或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和注册成立地）；(b)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(c)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及／或(d)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为"**投资者相关信息**"），并接受及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、整体协调

人各自及其各自联属人士、联系人、附属公司、代理人、董事、监事、高级人员、雇员、合伙人、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和／或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

(xii) 投资者拥有有关财务及商业事宜的知识及经验，以致(a)其能评估投资者股份潜在投资的优点及风险；(b)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；(c)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(d)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(xiii) 其常规业务为买卖股份或债权证，或其是专业投资者，通过订立本协议，其并不是有关本协议下拟议交易的任何联席保荐人、整体协调人的客户或资本市场中介人；

(xiv) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；

(xv) 如果其于美国境外认购投资者股份，那么其是在 S 规例所指“离岸交易”中如此行事且其并非美国人士；

(xvi) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；

(xvii) 投资者及其实益拥有人及／或联系人：(a)为独立于本公司的第三方；(b)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会导致投资者或其实益拥有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）；(c)具有财务能力并将利用其自身的财务资源履行本协议项下所有义务；(d)并非受(A)本公司任何核心关连人士（定义见《上市规则》）或(B)本公司、本公司或任何其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，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；(e)不属于《上市规则》附录 F1（股本证券的配售指引）第 5 段所述的任何类别的人士；及(f)与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、联席保荐人和整体协调人；

(xviii) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

(xix) 投资者、其实益拥有人及／或联系人各自均非(a)联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、全球发售的包销商或任何分销商中任何人士的"关连客户"；或(b)本公司现有股东的"紧密联系人"。词语"关连客户"及"分销商"具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(xx) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语"全权管理投资组合"具有《上市规则》附录 F1（《股本证券的配售指引》）赋予其的涵义；

(xxi) 投资者及其联系人均非本公司的董事（包括前 12 个月内的董事）、监事或当前股东或其紧密联系人或上述任何人士的代名人；

(xxii) 除先前已书面通知联席保荐人及整体协调人外，投资者不属于(a)联交所FINI 获配售者名单范本所载，或 FINI 界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（"基石投资者"除外）；或(b)《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；

(xxiii) 投资者并未且将不会与任何"分销商"（定义见 S 规例）就H股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；

(xxiv) 认购投资者股份将遵守《上市规则》附录 F1（《股本证券的配售指引》）及新上市申请人指南第 4.15 章的条文以及证监会发出的所有相关指引；

(xxv) 投资者及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，任何一名联席保荐人或整体协调人、或全球发售的任何一名包销商的（直接或间接）融资；

(xxvi) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关连关系；

(xxvii) 除依据本协议外，投资者或任何其联系人均未申请全球发售下的任何H股或通过簿记建档过程就全球发售下的任何股份下达订单；

(xxviii)除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；

(xxix) 除非事先以书面形式向本公司、联席保荐人和整体协调人披露，否则投资者、其联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；

6.3 投资者向本公司、联席保荐人及整体协调人声明及保证，附表二所载有关其的说明以及所有根据监管机构和／或本公司、联席保荐人及整体协调人及其各自联属人士的要求提供和／被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性。在不损害第 6.1(ii)条条文的前提下，若在本公司、联席保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、联席保荐人及整体协调人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其及／或本公司、联席保荐人及／或整体协调人合理要求的其他事宜的进一步的信息及／或证明文件，以确保其各自遵守适用法律及／或公司或证券登记规定及／或主管监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为保证有关其的说明在各方面真实、准确及完整，及并无具有误导性。

6.4 投资者明白，依据香港法律及美国证券法及其他规定须作出第 6.1 及 6.2 条所载保证、承诺、声明、确认及承认。投资者承认，本公司、联席保荐人、整体协调人及全球发售的其他包销商及其各自附属公司、代理人、联属人士、顾问、联系人、董事、职员、雇员、合伙人、代表及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性时立即书面通知本公司、联席保荐人及整体协调人。

6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、联席保荐人、整体协调人及全球发售的其他包销商（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“**获弥偿方**”）就获弥偿方由于投资者或其的全资附属公司（该全资附属公司将持有相关股份）或其各自高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以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、亏损或开支作出全额及有效弥偿，并保障其不受损害。

6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 本公司声明、保证及承诺：

(i) 其依据中国法律妥为注册成立及有效存续；

(ii) 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；

(iii) 在第 5.1 条所载全额付款及禁售期的规限下，投资者股份将在按照第 4.4 条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的 H 股享有同等地位；

(iv) 本公司、其控股股东、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事、高级人员、雇员或代理人订立不符合《上市规则》（包括新上市申请人指南第 4.15 章）的任何协议或安排（包括任何附函）；及

(v) 除本协议规定的外，本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可：

(i) 根据第 3.2 条、第 4.6 条或第 4.7 条予以终止；或

(ii) 倘若投资者（或在根据第 2.2 条透过投资者的全资附属公司认购投资者股份或根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一联席保荐人及整体协调人单方予以终止（不管本协议中是否有任何相反规定）；或

(iii) 经所有各方书面同意予以终止。

7.2 倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外），各方于本协议下的权利及责任（除下文第 11 条所载权利外）须终止，且任何一方均不得针对任何其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。尽管有上述情况，第 6.5 条、第 10 条、第 12 条、第 13 条及投资者在此作出的弥偿应在本协议终止后继续有效。

8. 公告及保密

8.1 除本协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(i) 联交所、香港证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受之监管的其他监管机构，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将发行的公开文件及本公司或代表本公司、联席保荐人及／或整体协调人将发行的与全球发售有关的营销、路演材料、展示文件及其他公告或展示文件中进行描述；

(ii) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(a)促使该方各人士知悉并遵守本协议所载的所有保密义务及(b)依然对该等人士任何违反该等保密义务的行为承担责任；及

(iii) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，但投资者已经提前咨询本公司、联席保荐人及整体协调人已就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第 8.1 提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、联席保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人及／或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。在不影响第 8.3 条的情况下，投资者不可撤销地同意，在公开文件、营销及路演材料及其他

公告及文件中，披露投资者的姓名、本协议的描述，投资者的背景资料及其／与公司、联席保荐人、整体协调人、承销商及参与全球发售的其他人士的关系。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第 9.2 条规定的方式发送至以下地址：

若发送至本公司，则发送至：

地址： 中国上海浦东新区蔡伦路720弄1号201-204室
邮箱： projectqingyun@innogenpharm.com
收件人： 金今

若发送至投资者，则发送至：

地址： 北京市顺义区天竺丽斯花园丽景路H9
邮箱： huifenglily@hotmail.com
收件人： 黎慧凤

若发送至中信證券，则发送至：

地址： 香港金钟道 88 号太古广场一期 18 楼
邮箱： ProjectQingyun@clsa.com
传真： +852 2169 0801
收件人： Qingyun 交易团队

若发送至中信里昂，则发至：

地址： 香港金钟道 88 号太古广场一期 18 楼
邮箱： ProjectQingyun@clsa.com
传真： +852 2169 0801
收件人： Qingyun 交易团队

若发送至中金，则发至：

地址： 香港中环港景街 1 号国际金融中心一期 29 楼
邮箱： ib_project_qingyun@cicc.com.cn
传真： +86 10 6506 1166
收件人： IB QingYun team

若发送至德意志银行，则发至：

地址： 香港九龙柯士甸道西 1 号环球贸易广场 60 楼

邮箱： andrew.zhong@db.com
传真： 不适用
收件人： Andrew Zhong

若发送至麦格理，则发至：

地址： 香港中环港景街 1 号国际金融中心一期 22 楼
邮箱： maccapacsecmasiatransactionexecution@macquarie.com
传真： +852 3922 5797
收件人： ECM Syndicate

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

10. 一般条款

10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。

10.2 除明显错误外，就本协议目的而言，本公司、联席保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第 4.2 条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。

10.3 本协议中规定的联席保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。联席保荐人或整体协调人对任何其他联席保荐人或整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，各联席保荐人及整体协调人应在适用法律允许的范围内有权单独或与任何其他联席保荐人或整体协调人共同强制执行其在本协议下的任何或所有权利。

10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。

10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签立。

10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易所产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 即使根据第 4 条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。

10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。

10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：

(i) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且

(ii) 未经第 10.11(i)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。

10.12 各联席保荐人及整体协调人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该联席保荐人及整体协调人仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。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，除非该豁免以书面形式作出且经被请求豁免的一方签署。

10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(i) 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

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

10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为本公司、联席保荐人或整体协调人内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、联席保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。

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

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院被呈递及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、

或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃与任何此类法律程序相关的任何此类豁免并同意不以其为理由进行申辩或申索。

13. 复本

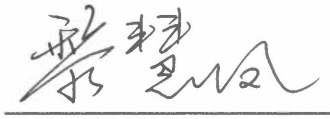
13.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签立。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立复本的签署页是有效的递送方式。

本协议已于文首所载日期由本协议各方正式授权签署人签立，**以资证明**。

为及代表：

广州银诺医药集团股份有限公司
（GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.）

姓名：WANG QINGHUA
职务：执行董事兼总经理



姓名：黎慧凤

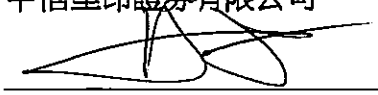
为及代表：

中信證券(香港)有限公司

姓名：Peter Ng
职务：执行董事

为及代表：

中信里昂證券有限公司



姓名：Heung Li
职务：董事总经理

为及代表：

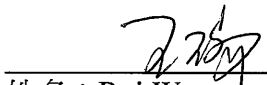
中国国际金融香港证券有限公司

Liang Jin

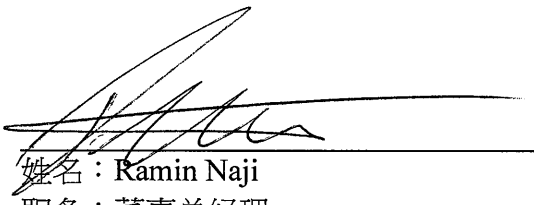
姓名：Jin Liang
职务：董事总经理

为及代表：

德意志银行香港分行



姓名：Rui Wang
职务：董事总经理



姓名：Ramin Naji
职务：董事总经理

为及代表：

麦格理资本股份有限公司

Wendy Zhai

姓名：Wendy Zhai
职务：董事总经理

姓名：Yixiao Dong
职务：副总裁

为及代表：

麦格理资本股份有限公司

_____

姓名：Wendy Zhai
职务：董事总经理

_____

姓名：Yixiao Dong
职务：副总裁

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于100万美元的港元（按招股章程中“有关本招股章程及全球发售的资料 — 汇率转换”一节所载之港元兑美元汇率计算得出）（不包括投资者就投资者股份支付的经纪佣金及征费）除以(2)发售价，向下取整至最接近200股H股的每手买卖单位。

本公司及整体协调人有权全权酌情调整投资者股份的分配，以确保符合(i)上市规则第8.08(3)条的规定，其规定上市时由公众人士持有的H股中，由公司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%；(ii)第8.08(1)条规定的最低公众持股量要求；及(iii)第8.08A条规定的自由流通量要求。此外，整体协调人及公司可全权酌情调整投资者股份的分配，以符合上市规则附录F1（股本证券的配售指引）。

附表二

投资者详情

投资者

将纳入招股章程中的有关投资者的描述：	黎慧凤女士为一名个人投资者及独立第三方。黎女士为香港景创国际有限公司的董事总经理，投资经验超20年，亦拥有在二级市场投资专门从事医药行业的公司的经验。
相关投资者类别（按规定载入联交所FINI承配人名单范本或FINI平台就有关配售须披露	基石投资者

DATED 6 AUGUST 2025

GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.
(廣州銀諾醫藥集團股份有限公司)

THE CONTROLLING SHAREHOLDERS
(named in Schedule 1)

CITIC SECURITIES (HONG KONG) LIMITED

CLSA LIMITED

CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED

(in no particular order)

DEUTSCHE BANK AG, HONG KONG BRANCH

MACQUARIE CAPITAL LIMITED

and

THE HONG KONG UNDERWRITERS
(named in Schedule 2)

HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of initially 3,655,800 H Shares of Guangzhou Innogen Pharmaceutical Group Co., Ltd. (廣州銀諾醫藥集團股份有限公司) being part of a global offering of initially 36,556,400 H Shares

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THIS AGREEMENT is made on the 6th day of August 2025

BETWEEN:

(1) **GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD. (廣州銀諾醫藥集團股份有限公司)**, a joint stock company with limited liability established in the People's Republic of China, having its registered office at Room 409, Building H, Self-numbered Creative Building, No. 2 Tengfei Second Street, China-Singapore Guangzhou Knowledge City, Huangpu District, Guangzhou, Guangdong Province, PRC (the "**Company**");

(2) **THE PERSONS** whose names and addresses are set out in **Schedule 1** (together, the "**Controlling Shareholders**" and each, a "**Controlling Shareholder**");

(3) **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong, and which is a licensed corporation (CE number: AAK249) holding a licence for Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance ("**CITICS**");

(4) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong, and which is a licensed corporation (CE number: AAB893) holding a licence for Type 1 (dealing in securities), Type 4 (advising on securities) and Type 7 (providing automated trading services) regulated activities under the Securities and Futures Ordinance ("**CLSA**");

(5) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29th Floor, One International Finance Centre, 1 Harbour View Street, Hong Kong, and which is a licensed corporation (CE number: AEN894) holding a licence for Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance ("**CICCHKS**");

(in no particular order)

(6) **DEUTSCHE BANK AG, HONG KONG BRANCH** of 58-61/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong (CE number: AAK077) holding a licence for Type 1 (dealing in securities), Type 4 (advising on securities), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities under the Securities and Futures Ordinance ("**Deutsche Bank**");

(7) **MACQUARIE CAPITAL LIMITED** of ("**Macquarie**") of Level 22, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (CE number: AAC534) holding a licence for Type 1 (dealing in securities), Type 4 (advising on securities), Type 6 (advising on corporate finance) and Type 7 (providing automated trading services) regulated activities under the Securities and Futures Ordinance; and

(8) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in **Schedule 2** (the "**Hong Kong Underwriters**" and a "**Hong Kong Underwriter**" means any one of them).

RECITALS:

(A) The Company is a joint stock company with limited liability established in the People's Republic of China. The Company was registered in Hong Kong as a non-Hong Kong company

under Part 16 of the Companies Ordinance on 18 November 2024. As of the date hereof, the Company has registered capital of RMB420,262,949 comprising 420,262,949 Unlisted Shares.

(B) As of the date hereof, the Controlling Shareholders, directly and indirectly, collectively held and were entitled to exercise the voting rights attaching to approximately 36.07% of the total issued share capital of the Company.

(C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell Hong Kong Offer Shares to the public in Hong Kong in the Hong Kong Public Offering and will concurrently offer and sell the H Shares outside the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act of 1933, as amended (the "**Securities Act**").

(D) In conjunction with the Global Offering, the Company has made an application to the SEHK for the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK (including any additional H Shares to be issued pursuant to the Offer Size Adjustment Option and any exercise of the Over-allotment Option). CITICS and CICCHKS *(in no particular order)* are acting as the joint sponsors (the "**Joint Sponsors**") in relation to the Company's listing application; and CLSA and CICCHKS *(in no particular order)* are acting as the Sponsor-OCs of the Global Offering.

(E) The Hong Kong Underwriters have agreed to underwrite severally (and not jointly or jointly and severally) the Hong Kong Offer Shares upon and subject to the terms and conditions hereinafter contained.

(F) The Warrantors have agreed to give the representations, warranties, undertakings and indemnities hereinafter contained in favour of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries.

(G) The Company, the Controlling Shareholders, the Overall Coordinators and the International Underwriters intend to enter into the International Underwriting Agreement, pursuant to which the International Underwriters will agree to severally (and not jointly or jointly and severally) procure purchasers to purchase or, failing which, purchase H Shares offered by the Company in the International Offering, upon and subject to the terms and conditions therein contained. The Company intends to grant the International Underwriters the Offer Size Adjustment Option and the Over-Allotment Option under the International Underwriting Agreement, exercisable at the election of the Overall Coordinators (for themselves and on behalf of the International Underwriters), in whole or in part, to purchase from the Company the Option Shares.

(H) The Company has appointed Tricor Investor Services Limited to act as its H Share Registrar for the H Shares.

(I) The Company has appointed CMB Wing Lung Bank Limited to act as the Receiving Bank in relation to the Hong Kong Public Offering, and CMB Wing Lung (Nominees) Limited to act as the nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering.

(J) At a meeting of the Board held on 25 July 2025, resolutions were passed pursuant to which, *inter alia*, the Directors approved, and any one of the Directors was authorised to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

(K) The CSRC confirmed completion of the Company's CSRC Filing on 29 May 2025 for the Global Offering and the making of the application to list the H Shares on the Stock Exchange and the conversion of 383,728,970 Unlisted Shares into H Shares on a one-for-one basis upon the completion of the Listing.

NOW IT IS HEREBY AGREED as follows**:**

1 DEFINITIONS AND INTERPRETATION

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

"Acceptance Date" means 12 August 2025, being the date on which the Application Lists close in accordance with the provisions of Clause 4.4;

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

"Admission" means the grant by the SEHK of the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK (including any additional H Shares to be issued pursuant to any exercise of the Offer Size Adjustment Option and the Over-allotment Option and any H Shares to be converted from Unlisted Shares);

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

"AFRC" means the Accounting and Financial Reporting Council;

"AFRC Transaction Levy" means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the AFRC and payable to Hong Kong Exchanges and Clearing Limited;

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

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

"**Application Proofs**" means the application proofs of the prospectus of the Company posted on the SEHK's website at http://www.hkexnews.hk on 3 December 2024 and 9 June 2025;

"Approvals and Filings" means any approvals, licences, consents, authorisations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, declarations and/or filings;

"Articles of Association" means the articles of association of the Company conditionally adopted on 30 October 2024, which will take effect on the Listing Date, as amended, supplemented or otherwise modified from time to time;

"**associate**" or "**close associate**" has the respective meaning ascribed to it in the Listing Rules;

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

"Board" means the board of directors of the Company;

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

"Business Day" means a day (other than Saturday, Sunday or a public holiday) on which banking institutions in Hong Kong are open generally for normal banking business;

"Capital Market Intermediaries" or "**CMIs**" means CLSA, CICCHKS *(in no particular order)*, Deutsche Bank, Macquarie, China Galaxy International Securities (Hong Kong) Co., Limited, ABCI Capital Limited, ABCI Securities Company Limited, BOCOM International Securities Limited, CMB International Capital Limited, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited, FUZE SECURITIES (INTERNATIONAL) LIMITED, Hafoo Securities Limited and Tiger Brokers (HK) Global Limited, each being the syndicate capital market intermediaries of the Global Offering, and the non-syndicate capital market intermediaries, and each being a "**Capital Market Intermediary**" or "**CMI**";

"CCASS" means the Central Clearing and Settlement System established and operated by HKSCC;

"CMI Engagement Letters" means the engagement letters respectively entered into by the Company with each of the Capital Market Intermediaries with respect to the Global Offering;

"Code of Conduct" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

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

"Companies (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, supplemented or otherwise modified from time to time;

"Company's HK & US Counsel" means Cooley HK, being the Company's legal advisers as to Hong Kong and US laws, of 35/F, Two Exchange Squire, 8 Connaught Place, Central, Hong Kong;

"Company's PRC Counsel" means Commerce & Finance Law Offices, being the Underwriters' legal advisers as to PRC laws, of 12-14th Floor, China World Office 2, No. 1 Jianguomenwai Avenue, Beijing, PRC;

"Company's IP Counsel" means JunHe LLP, being the Company's legal advisers as to PRC intellectual property laws, of 26/F, HKRI Centre One, HKRI Taikoo Hui, 288 Shimen Road No. 1, Shanghai 200041, PRC and Jun He Law Offices P.C., being the Company's legal advisers as to US intellectual property laws of, 20380 Town Center Lane, Suite 128, Cupertino, CA 95014, U.S.A.;

"Conditions" means the conditions precedent set out in Clause 2.1;

"Conditions Precedent Documents" means the documents listed in Parts A and B of **Schedule 4**;

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

"Cornerstone Agreements" means the cornerstone investment agreement(s) entered into, among others, the Company, the Joint Sponsors, the Overall Coordinators and any cornerstone investors setting out the terms and conditions subject to which such cornerstone investors have agreed to subscribe for or purchase the Offer Shares as described in the Hong Kong Prospectus;

"CSRC" means the China Securities Regulatory Commission;

"**CSRC Archive Rules**" means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) issued by the CSRC on 24 February 2023, as amended, supplemented or otherwise modified from time to time;

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

"**CSRC Filing Report**" means the filing report of the Company in relation to the Global Offering submitted to the CSRC on 5 December 2024 pursuant to Article 13 of the CSRC Filing Rules;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境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 on 17 February 2023, as amended, supplemented or otherwise modified from time to time;

"**CSRC Rules**" means the CSRC Filing Rules and the CSRC Archive Rules;

"Directors" means the directors of the Company whose names are set out in the section headed "Directors, Supervisors and Senior Management" of the Hong Kong Prospectus;

"Encumbrance" means any claim, mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, equitable right, power of sale, hypothecation,

retention of title, right of pre-emption or other third party claim, right, interest or preference or any other encumbrance of any kind or an agreement, arrangement or obligation to create any of the foregoing;

"**FINI**" means the "Fast Interface for New Issuance", an online platform operated by the HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement of all new listings;

"**FINI Agreement**" means the FINI agreement dated 29 July 2025 and entered into between the Company and HKSCC;

"Formal Notice" means the press announcement in agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules;

"Global Offering" means the Hong Kong Public Offering and the International Offering;

"Group" means the Company and the Subsidiaries, and the expression **"member of the Group"** shall be construed accordingly;

"Guide for New Listing Applicants" means the Guide for New Listing Applicants published by the SEHK effective from 1 January 2024, as amended, supplemented or otherwise modified from time to time;

"H Shares" means ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, which is/are to be subscribed for and traded in HK dollars and to be listed on the SEHK;

"H Share Registrar" means Tricor Investor Services Limited of 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong;

"HK$" or **"Hong Kong dollars"** means Hong Kong dollars, the lawful currency of Hong Kong;

"HK eIPO White Form Service" means the facility offered by the Company through the HK eIPO White Form Service Provider as the service provider designated by the Company allowing investors to apply electronically to subscribe for the Hong Kong Offer Shares in the Hong Kong Public Offering on a website designated for such purpose or through the designated mobile application, as provided for and disclosed in the Hong Kong Prospectus;

"HK eIPO White Form Service Provider" means Tricor Investor Services Limited;

"HKSCC" means Hong Kong Securities Clearing Company Limited;

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC;

"Hong Kong Offer Shares" means 3,655,800 H Shares being initially offered by the Company under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.5, 4.11 and 4.12, as applicable;

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

"Hong Kong Prospectus Date" means the date of issue of the Hong Kong Prospectus, which is expected to be on or around 7 August 2025;

"Hong Kong Public Offering" means the offering and sale of the Hong Kong Offer Shares to the public in Hong Kong upon and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

"Hong Kong Public Offering Applications" means applications to purchase Hong Kong Offer Shares made online through the HK eIPO White Form service at www.hkeipo.hk, or through HKSCC EIPO channel to electronically cause HKSCC Nominees Limited to apply on an applicant's behalf and otherwise made in compliance with the terms of the Hong Kong Public Offering Documents, including for the avoidance of doubt Hong Kong Underwriter's Applications;

"Hong Kong Public Offering Documents" means the Hong Kong Prospectus and the Formal Notice ;

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

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

"Hong Kong Public Offering Underwriting Commitment" means, in relation to any Hong Kong Underwriter, the number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to subscribe for, or failing which itself as principal apply to subscribe for, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite the name of such Hong Kong Underwriter in **Schedule 2** to the aggregate number of Hong Kong Offer Shares determined after taking into account any adjustment pursuant to Clauses 2.5, 4.11 and 4.12, as applicable, but not in any event exceeding the maximum number of Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter in **Schedule 2**;

"Hong Kong Takeovers Code" means the Codes on Takeovers and Mergers and Share Buybacks issued by the SFC, as amended, supplemented or otherwise modified from time to time;

"Hong Kong Underwriters" means the persons set forth in **Schedule 2**;

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

"Indemnified Parties" means (i) the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries (which, for the avoidance of doubt, include both syndicate CMIs and non-syndicate CMIs as defined in the Code of Conduct); (ii) their respective subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in Clause 3.8; (iii) the respective partners, directors, officers, members, employees, representatives and agents of the parties identified in each of (i) and (ii) above; (iv) all partners, directors, officers, members, employees and representatives and agents of their respective subsidiaries, head offices and branches, associates and affiliates; and (v) the successors and assigns of all of the foregoing persons, and **"Indemnified Party"** means any one of them;

"Indemnifying Party" has the meaning ascribed to them in Clause 12.1;

"Industry Consultant" means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co of Suite 2504, Wheelock Square, 1717 Nanjing West Road, Shanghai, PRC;

"Internal Controls Consultant" means Ernst & Young (China) Advisory Limited;

"International Offer Shares" means 32,900,600 H Shares initially proposed to be offered by the Company for purchase by, or by purchasers procured by, the International Underwriters under the International Offering, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and the Offer Size Adjustment Option, together with the Option Shares and the Offer Size Adjustment Option Shares;

"International Offering" means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States in offshore transactions in reliance on Regulation S under the Securities Act, on and subject to the terms and conditions of the International Underwriting Agreement, the Pricing Disclosure Package and the Offering Circular;

"International Offering Underwriting Commitment" means, in relation to any International Underwriter, the number of International Offer Shares in respect of which such International Underwriter has agreed to procure purchasers to purchase or, failing which, purchase pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Offer Size Adjustment Option and the Over-allotment Option;

"International Underwriters" mean the persons named as such in the International Underwriting Agreement;

"International Underwriting Agreement" means the international underwriting agreement relating to the International Offering to be entered into between the Company, the Controlling Shareholders, the Joint Sponsors, the Overall Coordinators and the International Underwriters on or around 13 August 2025;

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

"Joint Bookrunners" means CLSA, CICCHKS *(in no particular order)*, Deutsche Bank, Macquarie, China Galaxy International Securities (Hong Kong) Co., Limited, ABCI Capital Limited, BOCOM International Securities Limited, CMB International Capital Limited, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited, FUZE SECURITIES (INTERNATIONAL) LIMITED, Hafoo Securities Limited and Tiger Brokers (HK) Global Limited;

"Joint Global Coordinators" means CLSA, CICCHKS *(in no particular order)*, Deutsche Bank, Macquarie and China Galaxy International Securities (Hong Kong) Co., Limited, being the joint global coordinators of the Global Offering;

"Joint Lead Managers" means CLSA, CICCHKS *(in no particular order)*, Deutsche Bank, Macquarie, China Galaxy International Securities (Hong Kong) Co., Limited, ABCI Securities Company Limited, BOCOM International Securities Limited, CMB International Capital Limited, Fosun International Securities Limited, Futu Securities International (Hong Kong)

Limited, FUZE SECURITIES (INTERNATIONAL) LIMITED, Hafoo Securities Limited and Tiger Brokers (HK) Global Limited;

"Joint Sponsors" means CITICS and CICCHKS *(in no particular order)*, being the joint sponsors appointed by the Company in connection with its proposed listing on the SEHK;

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

"Legal Advisers" means Company's HK & US Counsel, Company's PRC Counsel, Company's IP counsel, Underwriters' HK & US Counsel and Underwriters' PRC Counsel;

"Listing Committee" means the listing committee of the SEHK;

"Listing Date" means the first day on which the H Shares commence trading on the SEHK (which is expected to be on 15 August 2025 or such other date as the Company, the Joint Sponsors and the Overall Coordinators may agree);

"Listing Rules" means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, together with the Guide for New Listing Applicants, the listing decisions, guidelines, guidance letters and other requirements of the SEHK, as amended, supplemented or otherwise modified from time to time;

"Material Adverse Change" means a material adverse change, or any development involving a prospective material adverse change, in or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company and the other members of the Group, taken as a whole;

"Nominee" means CMB Wing Lung (Nominees) Limited;

"OC Announcement" means the announcement dated 17 December 2024 setting out the name of the overall coordinators appointed by the Company effecting a placing involving bookbuilding activities in connection with the Global Offering, including any subsequent related announcement(s) (if applicable);

"OCs Engagement Letters" means the engagement letters entered into by the Company with each of Deutsche Bank and Macquarie on 17 December 2024;

"Offer Price" means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) at which the Offer Shares are to be subscribed for under the Global Offering;

"Offer Shares" means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering, together with any additional H Shares to be issued pursuant to the exercise of the Offer Size Adjustment Option and the Over-allotment Option;

"Offer Size Adjustment Option" means the option to be granted by the Company under the International Underwriting Agreement to the International Underwriters, exercisable by the Overall Coordinators (for and on behalf of the International Underwriters), pursuant to which the Company may issue and allot up to an aggregate of 5,483,400 additional H Shares at the Offer Price, to cover the excess demand in the international Offering, if any, on and subject to the terms of the International Underwriting Agreement;

"Offer Size Adjustment Option Shares" means up to an aggregate of 5,483,400 additional H Shares which may be issued under the Offer Size Adjustment Option;

"Offering Circular" shall have the meaning ascribed to it under the International Underwriting Agreement;

"Offering Documents" means the Hong Kong Public Offering Documents, the Pricing Disclosure Package, the Offering Circular and any other document, communication or information issued, given, released, arising out of or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including without limitation any Investor Presentation Materials relating to the Offer Shares and, in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or any of the Underwriters;

"Operative Documents" means the Cornerstone Agreements, the Receiving Bank Agreement, the Registrar Agreement, the FINI Agreement and any agreement between the Company and the HK eIPO White Form Service Provider, including all amendments and supplements to any of them;

"Option Shares" means (i) up to 5,483,400 additional H Shares (assuming the Offer Size Adjustment Option is not exercised at all) or (ii) up to 6,305,800 additional H Shares (assuming the Offer Size Adjustment Option is exercised in full) to be purchased by, or by investors procured by, the International Underwriters from the Company pursuant to the Over-allotment Option;

"Overall Coordinators" means CLSA, CICCHKS *(in no particular order)*, Deutsche Bank and Macquarie, being the overall coordinators appointed by the Company in connection with its proposed listing on the SEHK;

"Over-allotment Option" means the option to be granted under the International Underwriting Agreement by the Company to the International Underwriters, exercisable by the Overall Coordinators (on behalf of the International Underwriters), in whole or in part, to require the Company to issue all or a portion of the Option Shares as may be necessary to cover over-allocations made in connection with the International Offering, if any;

"PHIP" means the post-hearing information pack of the Company posted on the SEHK's website at www.hkexnews.hk on 31 July 2025;

"PRC" means the People's Republic of China, which for the purposes of this Agreement shall not include Hong Kong, Taiwan and the Macau Special Administrative Region of the People's Republic of China;

"**Pre-IPO Investments**" means the pre-IPO investments in the Company undertaken by various pre-IPO investors, details of which are set out in the section headed "History, Development and Corporate Structure" of the Hong Kong Prospectus;

"Preliminary Offering Circular" means the preliminary offering circular dated 7 August 2025 issued by the Company and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Applicable Time (to be defined in the International Underwriting Agreement);

"Pricing Disclosure Package" shall have the meaning ascribed to it in the International Underwriting Agreement;

"Receiving Bank" means CMB Wing Lung Bank Limited;

"Receiving Bank Agreement" means the agreement dated 5 August 2025, entered into between the Company, the Receiving Bank, the Joint Sponsors, the Overall Coordinators, the H Share Registrar and the Nominee;

"Registrar Agreement" means the agreement dated 28 November 2024, entered into between the Company and the H Share Registrar;

"Reporting Accountants" means Ernst & Young of 27/F, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong;

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

"Securities Act" means the United States Securities Act of 1933, as amended;

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

"Securities and Futures (Price Stabilising) Rules" means the Securities and Futures (Price Stabilising) Rules (Chapter 571W of the Laws of Hong Kong) under the Securities and Futures Ordinance;

"SEHK" or "Stock Exchange" means The Stock Exchange of Hong Kong Limited;

"SFC" means the Securities and Futures Commission of Hong Kong;

"SFC Transaction Levy" means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC;

"Share(s)" means ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, comprising, Unlisted Shares and H Shares;

"Sponsor-OCs" means CLSA and CICCHKS *(in no particular order)*, being the sponsor-overall coordinators appointed by the Company in connection with its proposed listing on the SEHK;

"Sponsor-OCs Engagement Letters" means the engagement letters entered into by the Company with each of the Joint Sponsors and the Sponsor-OCs on 12 September 2024;

"Stabilising Manager" has the meaning ascribed to it in Clause 7.1;

"Subsidiaries" means the subsidiaries of the Company within the meaning of the Companies Ordinance, including without limitation, the companies named in Appendix I to the Hong Kong Prospectus as the subsidiaries of the Company, and "**Subsidiary**" means any one of them;

"Supervisor(s)" means the supervisor(s) of the Company whose names are set out in the section headed "Directors, Supervisors and Senior Management" of the Hong Kong Prospectus;

"Tax", "Taxes" or **"Taxation"** means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Authority, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, including all interest, additions to tax, penalties or similar liabilities with respect thereto and all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC, the United States, the Cayman Islands, the BVI or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, duty, fee, assessment, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC, the United States, the Cayman Islands, the BVI, or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

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

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

"Underwriters' HK & US Counsel" means Herbert Smith Freehills, being the Underwriters' legal advisers as to Hong Kong and US laws, of 23/F, Gloucester Tower, 15 Queen's Road Central, Hong Kong;

"Underwriters' PRC Counsel" means King & Wood Mallesons, being the Underwriters' legal advisers as to PRC laws, of 17th Floor, One ICC, Shanghai ICC, 999 Middle Huai Hai Road, Xuhui District, Shanghai, PRC;

"Unlisted Share(s)" means ordinary share(s) issued by the Company, with a nominal value of RMB1.00 each, which is/are not listed on any stock exchange;

"Unsold Hong Kong Offer Shares" has the meaning ascribed to it in Clause 4.6;

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

"U.S. Outbound Investment Rules" means the regulations administered and enforced, together with any related public guidance issued, by the U.S. Department of the Treasury under U.S. Executive Order 14105 of 9 August 2023, or any similar law or regulation; as of the date of this Agreement, and as codified at 31 C.F.R. § 850.101 et seq.;

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

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

"Warranties" means the representations, warranties, agreements and undertakings of the Warrantors as set out in **Schedule 3**; and

"Warrantors" means the Company and the Controlling Shareholders.

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

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

1.4 **References:** Except where the context otherwise requires, in this Agreement:

1.4.2 references to "**Clauses**", "**Recitals**" and "**Schedules**" are to clauses of and recitals and schedules to this Agreement;

1.4.3 whenever the words "**include**", "**includes**" or "**including**" are used in this Agreement, they shall be deemed to be followed by the words "**without limitation**";

1.4.4 the terms "**herein**", "**hereof**", "**hereto**", "**hereinafter**" and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

1.4.5 the term "**or**" is not exclusive;

1.4.6 references to "**persons**" shall include individual, firm, company, bodies corporate, government, state or agency of a state or any joint venture, unincorporated associations and partnerships (whether or not having separate legal personality);

1.4.7 the terms "**purchase**" and "**purchaser**", when used in relation to the H Shares, shall include, respectively, a subscription for the H Shares and a subscriber for the H Shares;

1.4.8 the terms "**sell**" and "**sale**", when used in relation to the H Shares, shall include an allotment or issuance of the H Shares by the Company;

1.4.9 references to a "**subsidiary**" or "**holding company**" shall be construed to have the same meanings as defined in section 2 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance and in sections 13 and 15 of the Companies Ordinance (as the case may be);

1.4.10 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;

1.4.11 references to a document being "**in agreed form**" shall mean such document in a form agreed between the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Company or identified as such by way of exchange of e-mails between (a) the Company's HK & US Counsel, on behalf of the Company; and (b) the Underwriters' HK & US Counsel, on behalf of the Joint Sponsors and the Overall Coordinators;

1.4.12 references to a "**certified copy**" means a copy certified as a true copy by a Director or the secretary of the Company or the counsel for the Company;

1.4.13 references to writing shall include any mode of reproducing words in a legible and non-transitory form;

1.4.14 references to times of day and dates are to Hong Kong times and dates, respectively;

1.4.15 references to one gender shall include the other genders; and

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

2 CONDITIONS

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

2.1.1 the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) receiving from the Company all Conditions Precedent Documents as set out in Part A of **Schedule 4** and Part B of **Schedule 4**, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, not later than 8:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date, or such later time/date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree respectively;

2.1.2 the issue by the SEHK of a certificate of authorisation of registration in respect of the Hong Kong Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorised in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, not later than 6:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date;

2.1.3 the Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and the Admission not subsequently having been withdrawn, revoked or withheld prior to the commencement of trading of the H Shares on the SEHK;

2.1.4 admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Overall

Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date;

2.1.5 the Offer Price having remained at HK$18.68 and have not been adjusted prior to (a) 8:00 a.m. on the Listing Date or (b) in the event of (i) a tropical cyclone warning signal number 8 or above; (ii) a "black" rainstorm warning; and/or (iii) an "extreme conditions" announcement issued by any government authority of Hong Kong being in force in Hong Kong, the time being 90 minutes before the trading of the Shares first commences on the SEHK;

2.1.6 the execution and delivery of the International Underwriting Agreement by the parties and such agreement not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become and remained unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement becoming unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

2.1.7 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering, including that the approval of the SEHK of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering (including the Shares which may be issued pursuant to the exercise of the Offer Size Adjustment Option and the Over-allotment Option) and all of the waivers and exemptions as stated in the Hong Kong Prospectus to be granted by the SEHK or the SFC are granted, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated;

2.1.8 the Warranties being true, accurate, not misleading and not breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);

2.1.9 each of the Company and the Controlling Shareholders having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied (or otherwise waived in accordance with the terms stated herein) on or prior to the respective times and dates by which such obligations must be performed or such conditions must be met, as the case may be; and

2.1.10 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the time being 90 minutes before the trading of the H Shares first commences on the SEHK.

2.2 **Procure fulfilment:** The Warrantors jointly and severally undertake to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries to fulfil or procure the fulfilment of the Conditions on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Joint Sponsors, the SEHK, the SFC, the CSRC, the Registrar of Companies in Hong Kong and any

other relevant Authorities for the purposes of or in connection with the listing of the H Shares and the fulfilment of such Conditions.

2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

2.3.1 to extend the deadline for the fulfilment of any Condition by such number of days or in such manner as the Joint Sponsors and the Overall Coordinators may determine (in which case the Joint Sponsors and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond 6 September 2025 (being the 30th day after the date of the Hong Kong Prospectus) and any such extension and the new timetable shall be notified by the Overall Coordinators to the other parties to this Agreement and the relevant Authorities as soon as practicable after any such extension is made); or

2.3.2 in respect of the Conditions set out in Clauses 2.1.1, 2.1.8 and 2.1.9 only, to waive or modify (with or without condition(s) attached and in whole or in part) such Conditions.

The Joint Sponsors' and the Overall Coordinators' consent or acknowledgement of any amendments and/or supplements to the Hong Kong Public Offering Documents subsequent to their respective issue or distribution will not (i) constitute a waiver of any Condition; or (ii) result in any loss of right or their right to terminate this Agreement pursuant to the terms hereof.

2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 12, if any of the Conditions shall not have been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.

2.5 **Reduction of indicative Offer Price or number of Offer Shares:** The Overall Coordinators may (for themselves and on behalf of the Underwriters), where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the prior consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering and/or the Offer Price below that stated in the Hong Kong Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, as soon as practicable following the decision to make such reduction and, in any event, not later than the morning of the Acceptance Date, cause an announcement of the reduction in the number of Offer Shares initially offered in the Global Offering and/or the offer price to be posted on the website of the SEHK **(www.hkexnews.hk)** and on the website of the Company **(www.innogenpharm.com)**. The Company will also, as soon as practicable following the decision to make such change, issue a supplemental or new prospectus updating investors of the change in the number of Offer Shares being offered under the Global Offering and/or the Offer Price and the Global Offering must first be cancelled and subsequently relaunched on FINI system pursuant to the supplemental or new prospectus in accordance with Chapter 4.14 of the Guide for New Listing Applicants.

2.6 **Over-allotment Option:** The Company will grant the Over-allotment Option to the International Underwriters, exercisable by the Overall Coordinators (on behalf of the International Underwriters), pursuant to the terms and conditions of the International Underwriting Agreement and as described in the Offering Documents. If the Over-allotment Option is exercised in respect of all or any part of the Option Shares:

2.6.1 the Option Shares arising from the exercise of the Over-allotment Option shall be allocated to the International Offering as International Offer Shares; and

2.6.2 any Option Shares shall for all purposes (including underwriting commissions and expenses) be deemed to be delivered as International Offer Shares under and with the benefit of all rights, representations, warranties and undertakings applying under the International Underwriting Agreement, and the Hong Kong Underwriters will not be entitled to any underwriting commission in respect of the Option Shares.

2.7 **Offer Size Adjustment Option:** The Company is expected to grant the Offer Size Adjustment Option to the International Underwriters, exercisable by the Overall Coordinators (on behalf of the International Underwriters), pursuant to the terms and conditions of the International Underwriting Agreement and as described in the Offering Documents. If the Offer Size Adjustment Option is exercised, whether in full or in part:

2.7.1 the Offer Size Adjustment Option Shares arising from the exercise of the Offer Size Adjustment Option shall be allocated to the International Offering as International Offer Shares; and

2.7.2 any Offer Size Adjustment Option Shares shall for all purposes (including underwriting commissions and expenses) be deemed to be delivered as International Offer Shares under and with the benefit of all rights, representations, warranties and undertakings applying under the International Underwriting Agreement, and the Hong Kong Underwriters will not be entitled to any underwriting commission in respect of the Offer Size Adjustment Option Shares.

3 APPOINTMENTS

3.1 **Sponsor-OCs and Overall Coordinators**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of (i) CLSA and CICCHKS *(in no particular order)* to act as the overall coordinators and sponsor-overall coordinators; and (ii) Deutsche Bank and Macquarie to act as the overall coordinators in connection with the Global Offering, and each of the Sponsor-OCs and the Overall Coordinators hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, their engagement under the terms and conditions of their respective engagement letter in respect of the Global Offering entered into with the Company shall continue to be in full force and effect. The Company hereby further confirms and acknowledges that each of the Sponsor-OCs and the Overall Coordinators has:

3.1.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;

3.1.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicated its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;

3.1.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;

3.1.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under paragraph 21.3.1 of the Code of Conduct;

3.1.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs, which is currently around 75% fixed and 25% discretionary;

3.1.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its Directors fully understand and undertake to Joint Sponsors and the Underwriters that they have met or will meet these responsibilities;

3.1.7 where the Company decided not to adopt an Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions;

3.1.8 devised a marketing and investor targeting strategy for order generation and advised the Company on adjustment to the strategy, as appropriate, in view of prevailing market conditions and sentiment; and

3.1.9 advised the Company of the disclosure of any rebates and preferential treatment.

3.2 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA, CICCHKS *(in no particular order)*, Deutsche Bank, Macquarie and China Galaxy International Securities (Hong Kong) Co., Limited as the Joint Global Coordinators of the Global Offering. Each of CLSA, CICCHKS *(in no particular order)*, Deutsche Bank, Macquarie and China Galaxy International Securities (Hong Kong) Co., Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment.

3.3 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA, CICCHKS *(in no particular order)*, Deutsche Bank, Macquarie, China Galaxy International Securities (Hong Kong) Co., Limited, ABCI Capital Limited, BOCOM International Securities Limited, CMB International Capital Limited, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited, FUZE SECURITIES (INTERNATIONAL) LIMITED, Hafoo Securities Limited and Tiger Brokers (HK) Global Limited to act as the Joint Bookrunners of the Global Offering. Each of CLSA, CICCHKS *(in no particular order)*, Deutsche Bank, Macquarie, China Galaxy International Securities (Hong Kong) Co., Limited, ABCI Capital Limited, BOCOM International Securities Limited, CMB International Capital Limited, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited, FUZE SECURITIES (INTERNATIONAL) LIMITED, Hafoo Securities Limited and Tiger Brokers (HK) Global Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms its acceptance of such appointment.

3.4 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA, CICCHKS *(in no particular order)*, Deutsche Bank, Macquarie, China Galaxy International Securities (Hong Kong) Co., Limited, ABCI Securities

Company Limited, BOCOM International Securities Limited, CMB International Capital Limited, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited, FUZE SECURITIES (INTERNATIONAL) LIMITED, Hafoo Securities Limited and Tiger Brokers (HK) Global Limited to act as the Joint Lead Managers of the Global Offering. Each of CLSA, CICCHKS *(in no particular order)*, Deutsche Bank, Macquarie, China Galaxy International Securities (Hong Kong) Co., Limited, ABCI Securities Company Limited, BOCOM International Securities Limited, CMB International Capital Limited, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited, FUZE SECURITIES (INTERNATIONAL) LIMITED, Hafoo Securities Limited and Tiger Brokers (HK) Global Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms its acceptance of such appointment.

3.5 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CITICS and CICCHKS *(in no particular order)* to act as Joint Sponsors of the Company in relation to its application for Admission. Each of CITICS and CICCHKS *(in no particular order)*, relying on the Warranties and subject as hereinafter mentioned, hereby confirm its acceptance of such appointment.

3.6 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.

3.7 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA, CICCHKS *(in no particular order)*, Deutsche Bank, Macquarie, China Galaxy International Securities (Hong Kong) Co., Limited, ABCI Capital Limited, ABCI Securities Company Limited, BOCOM International Securities Limited, CMB International Capital Limited, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited, FUZE SECURITIES (INTERNATIONAL) LIMITED, Hafoo Securities Limited and Tiger Brokers (HK) Global Limited to act as the capital market intermediaries of the Hong Kong Public Offering and the International Offering, and each of the Capital Market Intermediaries, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Capital Market Intermediaries hereunder is in addition to their engagement under the terms and conditions of their respective engagement letters in respect of the Global Offering entered into among them and the Company, which shall continue to be in full force and effect at all times.

3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorised to delegate all or any of its relevant rights, duties, powers, authorities and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its affiliates or any other person. Each of the appointees referred to in Clause 3.1 to 3.7 shall remain liable for all acts and omissions of any of its affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8 notwithstanding any such delegation.

3.9 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting agreements in respect of any part of their Hong Kong Public Offering Underwriting Commitment, provided that no Hong Kong Underwriters shall offer or sell any Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or any selling restrictions set out in any of the Offering Documents. All sub-underwriting

commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. Such relevant Hong Kong Underwriter shall remain liable for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements.

3.10 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and their respective delegates under Clause 3.8 all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of such appointee's roles as a sponsor, sponsor-OC, designated sponsor-OC, overall coordinator, global coordinator, lead manager, bookrunner, Hong Kong underwriter or capital market intermediary (as the case may be) and hereby agrees to ratify and confirm everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.

3.11 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, the Overall Coordinators, in their role as such, are acting solely as overall coordinators of the Global Offering, the Joint Global Coordinators, in their role as such, are acting solely as global coordinators of the Global Offering, the Joint Bookrunners, in their role as such, are acting solely as bookrunners of the Global Offering, and the Joint Lead Managers, in their role as such, are acting solely as lead managers of the Global Offering, the Capital Market Intermediaries, in their roles as such, are acting solely as capital market intermediaries of the Global Offering, the Joint Sponsors, in their role as such, are acting solely as sponsors in connection with the listing of the H Shares on the SEHK and the Sponsor-OCs, in their role as such, are acting solely as sponsor-overall coordinators in connection with the listing of the H Shares on the SEHK.

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

The Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Joint Sponsors hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions, and each of the Warrantors hereby confirms its understanding and agreement to that effect (irrespective of

whether any of the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the Capital Market Intermediaries have advised or are currently advising the Warrantors or any of them on other matters). The Warrantors, on the one hand, and the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Joint Sponsors, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Joint Sponsors, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries or the Joint Sponsors, as applicable, on the other hand, agree that the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries or the Joint Sponsors, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent or fiduciary of any of the Warrantors (except and solely, with respect to the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any of the Warrantors, and none of the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Joint Sponsors has assumed, or will assume, any fiduciary or advisory or similar responsibility in favour of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Joint Sponsors has advised or is currently advising the Warrantors or any of them on other matters).

Each of the Warrantors further acknowledges and agrees that the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors and the Capital Market Intermediaries are not advising the Warrantors, their respective directors, management or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors and the Overall Coordinators, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the SFC Code of Conduct for Persons Licensed by or Registered with the SFC in their respective capacity as Joint Sponsors and Overall Coordinators in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Hong Kong Underwriters, the

Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Capital Market Intermediaries and their respective directors, officers and affiliates shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors and the Capital Market Intermediaries of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the SEHK or any process or matters relating thereto shall be performed solely for the benefit of the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Joint Sponsors and shall not be on behalf of any of the Warrantors.

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

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against each of or any of the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries and the Joint Sponsors with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of SEHK or any process or matters leading up to such transactions.

3.12 **No liability for Offer Price and Offering Documents: THE RIGHTS OF EACH INDEMNIFIED PARTY WHO IS NOT A PARTY TO THIS AGREEMENT UNDER THIS CLAUSE 3.12 ARE SUBJECT TO CLAUSE 17.15.** Notwithstanding anything contained in this Agreement to the contrary, none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and the other Indemnified Parties shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any other Indemnified Party, including, without limitation, the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

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

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

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

3.13 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.7, as applicable, or by any of the delegates under Clause

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

4 THE HONG KONG PUBLIC OFFERING

4.1 **Hong Kong Public Offering:** The Company shall offer and sell the Hong Kong Offer Shares upon and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Hong Kong Prospectus by the Company or the Company's HK & US Counsel on the Company's behalf, the Joint Sponsors shall arrange for and the Company shall cause, the Formal Notice to be published on the official websites of the Company and the SEHK (or such other publication(s) and/or day(s)) as may be agreed by the Company and the Joint Sponsors).

4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to terms and the conditions contained in the Receiving Bank Agreement. The Company shall procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.

4.3 **H Share Registrar and HK eIPO White Form Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the HK eIPO White Form Service upon and subject to the terms and conditions of the Registrar Agreement. The Company undertakes with the Joint Sponsors and the Hong Kong Underwriters to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by them in connection with the Hong Kong Public Offering and its associated transactions.

4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of (i) a tropical cyclone warning signal number 8 or above; (ii) a "black" rainstorm warning; and/or (iii) an "extreme conditions" announcement issued by any government authority of Hong Kong (the "**Severe Weather Signals**") being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such Severe Weather Signals in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.

4.5 **Basis of allocation:** The Company agrees that the Overall Coordinators shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allotment of

the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application and, where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares.

The Company acknowledges and agrees that under the respective terms and conditions of the Receiving Bank Agreement and the Registrar Agreement, the Receiving Bank and the H Share Registrar shall, as soon as practicable after the close of the Application Lists, provide the Overall Coordinators with such information, calculations and assistance as the Overall Coordinators may require for the purposes of determining, inter alia:

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

4.5.2 in the event of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering; and

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

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

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

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

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

where in relation to such Hong Kong Underwriter:

N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;

T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.11 and 4.12, as applicable;

C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;

P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;

AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.5, 4.11 and 4.12, as applicable; and

AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

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

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

4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the applications having been marked or identified with the name of such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriters) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced pro tanto by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in **Schedule 4**.

4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the Overall Coordinators pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.

4.9 **Applications and payment for Unsold Hong Kong Offer Shares**: In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 make applications for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant; and

4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering) provided that while such payments may be made through the Overall Coordinators on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Overall Coordinators shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 5:30 p.m. on 14 August 2025 (the date specified in the Hong Kong Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

4.10 **Power of the Overall Coordinators to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion and in relation to which they are under no obligation to exercise) to apply to purchase or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to take up pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made mutatis mutandis in accordance with Clause 4.9 shall satisfy pro tanto the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (a "**Hong Kong Public Offering Over-Subscription**"), then:

4.11.1 subject to any required reallocation as set forth below in Clause 4.11.2, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong

Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering; and

4.11.2 if (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Hong Kong Public Offering Over-Subscription occurs; or (ii) the International Offer Shares under the International Offering are not fully subscribed and the Hong Kong Public Offering Over-Subscription occurs, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Hong Kong Public Offering Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 5,483,400 H Shares (representing approximately 15% of the number of Offer Shares initially available under the Global Offering).

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the SEHK, including but not limited to the relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants and Practice Note 18 to the Listing Rules.

4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine. The Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the International Offering. For the avoidance of doubt, any Unsold Hong Kong Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

4.13 **Hong Kong Underwriters' obligations cease**: All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or that the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement).

4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Joint Sponsors and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the SEHK to be granted by the Listing Committee, and the Company will take all necessary steps to ensure that each of the Directors shall duly sign or cause to be duly signed on their behalf all documents required by applicable Laws and regulations to be signed by them as Directors for the purpose of or in connection with any such registrations and/or filings or the obtaining of listing of and permission to deal in the H Shares on the SEHK.

5 ALLOTMENT AND PAYMENT

5.1 **Issue of Hong Kong Offer Shares**: Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event by the end of 14 August 2025 (the date specified in the Hong Kong Prospectus for the despatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;

5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and

5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

5.2 **Payment to the Company:** The application monies received in respect of Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company on the Listing Date before or around the time when the trading of the H Shares first commences on the SEHK (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be) by wire transfer in immediately available funds to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement; provided, however, that:

5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies and pay to the Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) all amounts payable by the Company pursuant to Clause 5.3, 5.4, 6.1 and 6.3.1; and

5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 5.3, 5.4, 6.1 and 6.3.1 if not otherwise dealt with in the engagement letters entered into between the Company and the relevant party, the Company shall, and each of the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or with 30 days upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

5.3 **Brokerage, Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy for applicants:** The Overall Coordinators will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy for applicants in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.

5.4 **Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy for the Company:** The Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.

5.5 **Refund**: The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, the H Share Registrar and the Receiving Bank, as the case may be, will arrange for payment of refunds of applications monies and/or the distribution of refund cheques, to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.

5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.

5.7 **No responsibility for default:** The Company acknowledges and agrees that none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters or any

of their respective affiliates has any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominee or the H Share Registrar any other application or otherwise of funds.

6 COMMISSIONS AND COSTS

6.1 **Underwriting commission:** The Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) an underwriting commission equal to 3.0 per cent. of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively), out of which the Hong Kong Underwriters will pay any sub-underwriting commissions payable. The respective entitlements of the Hong Kong Underwriters to the Hong Kong underwriting commission shall be set out in the International Underwriting Agreement, provided that (a) any allocation of the underwriting commission to the Overall Coordinators shall be no less favourable than as set out in the Sponsor-OC Engagement Letters and the OC Engagement Letters, as applicable, and in compliance with the Listing Rules, the Code of Conduct and Frequently Asked Questions No. 077-2022 published by the Stock Exchange; and (b) any adjustment to the allocation of the underwriting commission to each CMI as set out in the respective CMI Engagement Letter shall be in compliance with the Listing Rules, the Code of Conduct and Frequently Asked Questions No. 077-2022 published by the Stock Exchange.

6.2 **Incentive fee:** In addition, the Company may, at its sole discretion, pay to the Hong Kong Underwriters an incentive fee of up to 1.0 per cent. of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.11 and 4.12, respectively), the amount of which, if any, is expected to be determined in the International Underwriting Agreement (but in any event) before the submission to the Stock Exchange the declaration to be signed by a Director and the company secretary of the Company in the form set out in Form F (published in the "Regulatory Forms" section of the Stock Exchange's website) on FINI), and the payment of which would be made within 30 days upon the Listing.

6.3 **Costs payable by the Company:** All costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the listing of the H Shares on the SEHK and this Agreement and the transactions contemplated thereby or hereby, including the following:

6.3.1 any remaining payable sponsor fees and remaining payable out-of-pocket expenses actually incurred by each of the Joint Sponsors and the Sponsor-OCs (subject to the cap as specified in their respective Sponsor-OCs Engagement Letters) in accordance with their respective Sponsor-OCs Engagement Letters, out-of-pocket expenses actually incurred by each of the Overall Coordinators (other than the Sponsor-OCs) (subject to the cap as specified in their respective OC Engagement Letters), and out-of-pocket expenses payable (if any and subject to any cap as specified in each of the CMI Engagement Letters) in accordance with each of the CMI Engagement Letters;

6.3.2 fees, disbursements and expenses of the Reporting Accountants;

6.3.3 fees, disbursements and expenses of the H Share Registrar and the HK eIPO White Form Service Provider;

6.3.4 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company and the Underwriters;

6.3.5 fees, disbursements and expenses of the Internal Controls Consultant and the Industry Consultant;

6.3.6 fees, disbursements and expenses of any public relations consultants;

6.3.7 fees, disbursements and expenses of any translators;

6.3.8 fees, disbursements and expenses of the Receiving Bank and the Nominee;

6.3.9 fees, disbursements and expenses of other agents and advisers of the Company, or otherwise payable by the Company in accordance with the terms of any separate engagement letter or fee letter entered into between the Company and such agent or adviser relating to the Global Offering;

6.3.10 fees, disbursements and expenses related to the application for, and the maintenance of, the listing of the Offer Shares on the SEHK, the filing or registration of any documents with any relevant Authority (including the Registrar of Companies in Hong Kong) and the qualification of the Offer Shares in any jurisdiction;

6.3.11 all costs and expenses incurred by the Company related to conducting the roadshow (including non-deal roadshow), pre-marketing and investor education activities, presentations or meetings undertaken in connection with the marketing of the offering of the Offer Shares to prospective investors, including all fees and expenses of any consultants engaged by the Company in connection with the roadshow presentation;

6.3.12 all printing and advertising costs (including all fees, disbursements and expenses of the financial printer);

6.3.13 all costs and expenses in connection with preparing, despatch and distribution of the Offering Documents in all relevant jurisdictions, and all amendments and supplements thereto;

6.3.14 all costs and expenses in connection with preparing, printing, delivering, despatching and distributing (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques (if applicable);

6.3.15 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, and all capital duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, issue, sale and delivery of the Offer Shares;

6.3.16 all fees and expenses relating to conducting background searches, company searches, litigation and legal proceedings searches, bankruptcy and insolvency searches and director disqualification searches in connection with the Global Offering;

6.3.17 all processing charges and related expenses payable to HKSCC; and

6.3.18 all CCASS transaction fees payable in connection with the Global Offering,

shall be borne by the Company but subject to terms and conditions under the engagement letters entered into between the Company and relevant parties (including but not limited to the Joint

Sponsors and the Overall Coordinators) before the date of this Agreement, and the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation.

For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 6.3 shall, if not so deducted pursuant to Clause 5.2 or otherwise dealt with in the engagement letters entered into between the Company and the relevant professional parties, be payable by the Company within 30 days upon written demand by the Overall Coordinators.

6.4 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any underwriting commission or incentive fee under Clause 6.1 and Clause 6.2, but the Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed all costs, expenses, fees, charges and Taxation referred to in Clause 6.3 which have been incurred or are liable to be paid by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and/or the Hong Kong Underwriters and all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clause 6.3, within 30 days upon written demand by the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and/or the Hong Kong Underwriters or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be, in accordance with the engagement letters entered into between the Company and relevant parties before the date of this Agreement and the Joint Sponsors and the Overall Coordinators are entitled to, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominee to make such payment. All payments to be made by the Company under this Clause shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto.

6.5 The Controlling Shareholders, jointly and severally, unconditionally and irrevocably guarantee that if the Company does not pay any sum payable to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries under this Clause 6 by the time and on the date specified for such payment, the Controlling Shareholders will be jointly and severally responsible for the payment of that sum.

7 STABILISATION

7.1 **Stabilising manager and stabilisation actions**: The Company acknowledges that CLSA and/or any person acting for it (the "**Stabilising Manager**"), to the exclusion of all others, is appointed as stabilising manager in connection with the Global Offering and may (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilising action(s) with a view to supporting the market price of the H Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Stabilising Manager may, in its sole and absolute discretion, appoint any person to be its agent for the purposes of taking any stabilisation actions. Any such agent shall have the rights and authorities conferred upon the Stabilising Manager pursuant to this Clause 7.1. Any stabilisation actions taken by the Stabilising Manager as stabilising manager shall be conducted in compliance with the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time. Each of the Hong Kong Underwriters (other than the

Stabilising Manager) hereby undertakes severally (and not jointly or jointly and severally) to each other party (including the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers) to this Agreement that it will not take or cause or authorise any person to take, and shall cause its affiliates and/or agents not to take, directly or indirectly, any stabilisation action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilisation or maintenance of the price of any security of the Company.

7.2 **Stabilising losses and profits:** All liabilities, expenses and losses arising from stabilisation activities and transactions effected by the Stabilising Manager shall be for the respective accounts of the International Underwriters in the same proportions, as nearly as may be practicable, as the respective International Offering Underwriting Commitments of the International Underwriters, and may be deducted from the commissions payable to each International Underwriter. All profits or gains arising from stabilisation activities and transactions effected by the Stabilising Manager shall be determined in accordance with the International Underwriting Agreement.

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

7.3.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise;

7.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or

7.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilising Manager as stabilising manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise,

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

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** Each of the Company and the Controlling Shareholders jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of **Schedule 3** hereto, and each of the Controlling Shareholders hereby represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of **Schedule 3** hereto, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as of the date of this Agreement, and each of the Company and the Controlling

Shareholders acknowledges that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties. Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

8.2 **Warranties repeated:** The Warranties are given on and as of the date of this Agreement with respect to the facts and circumstances subsisting as of the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

8.2.1 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;

8.2.2 on the Hong Kong Prospectus Date and the dates of the supplemental Hong Kong Prospectus(es) (if any);

8.2.3 on the Acceptance Date;

8.2.4 on the date on which the International Underwriting Agreement is entered into;

8.2.5 immediately prior to the Applicable Time (as defined in the International Underwriting Agreement);

8.2.6 immediately prior to (i) the delivery by the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and/or the other Hong Kong Underwriters of duly completed applications to purchase or the procurement of applications to purchase all or any of the Unsold Hong Kong Offer Shares and (ii) payment by the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6, Clause 4.9 and/or Clause 4.10 (as the case may be);

8.2.7 the date on which the basis of allotment of the Hong Kong Offer Shares is announced;

8.2.8 8:00 a.m. on the Listing Date;

8.2.9 immediately prior to commencement of dealings in the Offer Shares on the SEHK;

8.2.10 the date(s) on which the Over-allotment Option (or any part thereof) is exercised; and

8.2.11 the date on which the stabilisation period expires,

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

8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to promptly notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate, misleading or breached in any respect or any significant new factors likely to affect the Hong Kong Public Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any one of the Warrantors (as the case may be).

8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters not to, and shall procure that neither the Company nor any other member of the Group shall, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Joint Sponsors and the Overall Coordinators.

8.5 **Remedial action and announcements:** The Company and/or the Controlling Shareholders shall notify the Joint Sponsors and the Overall Coordinators promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to the provisions of Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement, or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate, or misleading any statement, whether of fact or opinion, contained in any of the Offering Documents; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in any of the Offering Documents, if the same were issued immediately after the occurrence of such event or existence of such circumstance, or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering shall arise, and, in each of the cases described in clauses (i) through (iii) above, without prejudice to any other rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be required by the Joint Sponsors and the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or any of them as the Joint Sponsors and the Overall Coordinators may require and supplying the Joint Sponsors and the Overall Coordinators or such persons as they may direct, with such number of copies of such amendments or supplements as they may require.

For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not constitute a waiver of, or in any way affect, any right of the Joint Sponsors, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter, event or fact.

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement or document without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except as required by applicable laws, in which case the Warrantors shall first consult the Joint Sponsors before such issue, publication or distribution or act or thing being done.

8.6 **Warrantors' knowledge:** A reference in this Clause 8 or in **Schedule 3** to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry. Notwithstanding that any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its personal representatives or its successors in title.

8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters) against any other person under the same or a similar liability.

8.9 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.

8.10 **Full force**: For the purpose of this Clause 8:

8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and

8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any

such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

8.11 None of the Overall Coordinators or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.

8.12 **Separate Warranties**: Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

9 RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

9.1 **Lock-up on the Company:** Except for the offer and sale of the Offer Shares pursuant to the Global Offering (including pursuant to the Offer Size Adjustment Option and the Over-allotment Option) or otherwise in compliance with the Listing Rules, during the period commencing on the date of this Agreement and ending on, and including, the date that is six months after the Listing Date (the "**First Six-Month Period**"), the Company hereby undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters not to, and to procure each other member of the Group not to, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

9.1.1 offer, allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in any Shares or other securities of the Company, or any interest in any of the foregoing (including any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares), or deposit any Shares or other securities of the Company or any shares, with a depositary in connection with the issue of depositary receipts; or

9.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of any Shares or other securities of the Company, or any interest in any of the foregoing (including any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any shares); or

9.1.3 enter into any transaction with the same economic effect as any transaction specified in Clause 9.1.1 or 9.1.2 above; or

9.1.4 offer to or agree to or announce any intention to effect any transaction specified in Clause 9.1.1, 9.1.2 or 9.1.3 above,

in each case, whether any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above is to be settled by delivery of Shares or other securities of the Company, or in cash or otherwise (whether or not the issue of such Shares or other shares or securities or any shares will be

completed within the First Six-Month Period). In the event that, during the period of six months commencing on the date on which the First Six-Month Period expires (the "**Second Six-Month Period**"), the Company enters into any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above or offers to or agrees to or announces any intention to effect any such transaction, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of the Company. Each of the Controlling Shareholders undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries and the Hong Kong Underwriters to procure the Company to comply with the undertakings in this Clause 9.1.

9.2 **Maintenance of public float and sufficiency of free float:** Each of the Company and the Controlling Shareholders agrees and undertakes that:

9.2.1 it will not, and each of the Controlling Shareholders further undertakes to procure that the Company will not, effect any purchase of Shares, or agree to do so, which may reduce the holdings of Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the SEHK on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters); and

9.2.2 it will not, and each of the Controlling Shareholders further undertakes to procure that the Company will not, enter into any agreement, arrangement or transaction which shall cause or have the effect of causing the portion of the H Shares that are held by the public and that are available for trading and not subject to any disposal restrictions (whether under contract, the Listing Rules, applicable Laws or otherwise) on the Listing Date to fall below the prescribed level under Rule 8.08A of the Listing Rules.

9.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholders hereby jointly and severally undertakes to each of the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters that, except pursuant to the Global Offering (including pursuant to the Offer Size Adjustment Option and the Over-allotment Option), without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

9.3.1 he/it will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for him/it and the companies controlled by him/it will not, at any time during the First Six-Month Period, (i) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any legal or beneficial interest therein (including any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares (the "**Locked-up Securities**")), or deposit any Locked-up Securities with a depositary in connection with the issue of depositary receipts, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Locked-up Securities, or (iii) enter into any transaction with the same economic effect as any

transaction specified in Clause 9.3.1(i) or (ii) above, or (iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 9.3.1(i), (ii) or (iii) above, in each case, whether any of the transactions specified in Clause 9.3.1(i), (ii) or (iii) above is to be settled by delivery of Shares or other securities of the Company or in cash or otherwise (whether or not the settlement or delivery of such Shares or other securities will be completed within the First Six-Month Period or the Second Six Month Period);

9.3.2 he/it will not, during the Second Six-Month Period, enter into any of the transactions specified in Clause 9.3.1(i), (ii), (iii) or (iv) above or offer to or agree to or contract or publicly announce any intention to effect any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or Encumbrance pursuant to such transaction, the Controlling Shareholders will cease to be a controlling shareholder (as the term is defined in the Listing Rules) of the Company;

9.3.3 until the expiry of the Second Six-Month Period, in the event that he/it enters into any of the transactions specified in Clause 9.3.1(i), (ii) or (iii) above or offer to or agrees to or announces any intention to effect any such transaction, he/it will take all reasonable steps to ensure that he/it will not create a disorderly or false market in the securities of the Company;

9.3.4 at any time during the First Six-Month Period and the Second Six-Month Period, he/it will, and will procure that the relevant registered holder, any nominee or trustee holding on trust for him/it or controlled by him/it will (i) if and when he/it pledges or charges any Locked-up Securities, immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such pledge or charge together with the number of Locked-up Securities so pledged or charged; and (ii) if and when he/it or any relevant registered holder receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged Locked-up Securities will be disposed of, immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such indications.

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

The restrictions in this Clause 9.3 do not apply to any pledge or charge or any Locked-up Securities, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Locked-up Securities) upon completion of the Global Offering in favor of an authorized institution as defined in the Banking Ordinance for a bona fide commercial loan in compliance with the requirements under Rule 10.08 of the Listing Rules.

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

10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and each of them that it will, and each of the Controlling Shareholders shall (if applicable) and shall procure the Company to:

10.1 **Global Offering:** comply with the terms and conditions of the Global Offering and all applicable obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the Listing Rules and the CSRC Rules and all applicable requirements of the SEHK, the SFC, the CSRC or any Authority in respect of or by reason of the matters contemplated by this Agreement and otherwise in connection with the Global Offering, including:

10.1.1 doing all such things as are necessary to ensure that Admission is obtained and not cancelled or revoked;

10.1.2 obtaining all necessary Approvals and making all necessary filings (including the CSRC Filings) with the Registrar of Companies in Hong Kong, the SEHK, the SFC, the CSRC and other Authorities, as applicable;

10.1.3 making available on display on the website of the Company and the website of the SEHK the documents referred to in the section of the Hong Kong Prospectus headed "Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display" for the period stated therein;

10.1.4 as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 14 August 2025 (the date specified in the Hong Kong Prospectus for the despatch of share certificates), causing definitive share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applications or, as the case may be, procuring that the share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such HKSCC participant(s) as may be specified for such purpose by or on behalf of the relevant applicant;

10.1.5 procuring that each of the H Share Registrar, the HK eIPO White Form Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the Registrar Agreement, any agreement between the Company and the HK eIPO White Form Service Provider, and the Receiving Bank Agreement, and all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein;

10.1.6 procuring that none of the Directors and that the relevant Director to procure none of their respective associates (as defined in the Listing Rules) will himself/herself or themselves (or through a company controlled by him/her or them), apply to purchase Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;

10.1.7 where applicable, complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue, publish, distribute or otherwise make available directly or indirectly to the public any statement, announcement, press release, material, information or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters);

10.1.8 cooperating with and fully assisting, and procuring members of the Group, the Controlling Shareholders, and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist in a timely manner, each of the Joint Sponsors, the Overall Coordinators, the Underwriters and the CMIs, to facilitate their performance of their duties, as the case may be, as a Joint Sponsor, an Overall Coordinator, and/or a CMI and to meet their respective obligations and responsibilities under all applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the CSRC Rules, the Code of Conduct and the Listing Rules (including, without limitation, to provide materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct (including all materials and information as specified under 21.3 and 21.4 thereof), the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereto) and the CSRC Rules);

10.1.9 procuring that none of the Company, any member of the Group and/or the Controlling Shareholders, and/or any of their respective substantial shareholders, directors, officers, employees, affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth day immediately following the date on which the International Underwriting Agreement is entered into;

10.1.10 procuring that no core connected person (as defined in the Listing Rules) of the Company and that the relevant core connected person to procure that none of their respective associates will itself (or through a company controlled by it), apply to purchase Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any core connected person, controlled company or nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);

10.1.11 that no preferential treatment has been, nor will be, given to any placee and its close associates by virtue of its relationship with the Company in any allocation in the placing tranche;

10.1.12 from the date hereof until 5:00 p.m. on the date which is the thirtieth (30th) Business Day after the last day for lodging applications under the Hong Kong Public Offering,

not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, subdivision or otherwise);

10.1.13 (A) using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Hong Kong Prospectus headed "Future Plans and Use of Proceeds" (save for any change that is announced in compliance with applicable Listing Rules and other applicable Laws and requirements of the Stock Exchange with prior consultation with the compliance adviser of the Company, and provided that any change to the use of proceeds within 12 months after completion of the Global Offering shall be subject to prior written consent by the Joint Sponsors and the Sponsor-OCs); and (B) not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any sanctions Laws and regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Hong Kong Underwriters) of any sanctions laws and regulations;

10.1.14 following the Global Offering, ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares;

10.1.15 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Joint Sponsors for their review and prior written approval; and

10.1.16 obtaining all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular;

10.2 **Information:** provide to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters all such information known to the Company or which on due and careful enquiry ought to be known to the Company and whether relating to the Group or any of the Controlling Shareholders or otherwise as may be reasonably required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Capital Market Intermediaries in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including and for the avoidance of doubt, the requirements of the SEHK or of the SFC or of the CSRC or of any other relevant Authority);

10.3 **Receiving Bank, Nominee and H Share Registrar and HK eIPO White Form Service Provider**: procuring that each of the Receiving Bank, the Nominee, the H Share Registrar and the HK eIPO White Form Service Provider shall do all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein;

10.4 **Restrictive covenants:** not, and procure that no other member of the Group will:

10.4.1 at any time after the date of this Agreement up to and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect;

10.4.2 on or prior to the Listing Date, enter into any commitment or arrangement which in the sole and absolute opinion of any of the Joint Sponsors or the Overall Coordinators has or will or may have a material adverse effect on the Global Offering;

10.4.3 on or prior to the Listing Date, take any steps which, in the sole opinion of any of the Joint Sponsors or the Overall Coordinators, are or will or may be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention, in the Hong Kong Prospectus;

10.4.4 amend any of the terms of the appointments of the H Share Registrar, the Receiving Bank, the Nominee and the HK eIPO White Form Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators;

10.4.5 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company, including the Articles of Association (save as (i) allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing, as described in the Hong Kong Prospectus and (ii) any amendment to reflect the change in share capital as a result of the Global Offering or requested by the SEHK or other Authorities which are entitled to exercise jurisdiction over the Company lawfully or pursuant to applicable requirements under the Listing Rules); or

10.4.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus) or offering circular, announcement, material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents, or any amendment or supplement thereto;

10.5 **Maintaining listing**: maintain the listing of, and will refrain from taking any action that could jeopardise the listing status of, the H Shares on the SEHK, and comply with the Listing Rules and all requirements of the SEHK and the SFC, for at least two years after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Takeovers Code) for the Company becoming unconditional;

10.6 **Legal and regulatory compliance**: unless otherwise waived or exempted by the relevant Authorities, comply with all applicable Laws (including the rules, regulations, codes, requirements of the SEHK, the SFC, the CSRC and any other Authority) including:

10.6.1 submitting to the SEHK as soon as practicable before the commencing of dealings in the H Shares on the SEHK the declaration to be signed by a Director and the company secretary of the Company in the form set out in Form F (published in Regulatory Forms contained in the Listing Rules);

10.6.2 procuring that the audited accounts of the Company for the financial year ending 31 December 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;

10.6.3 complying with the Listing Rules, Part XIVA of the Securities and Futures Ordinance, the CSRC Rules or other requirements in connection with the announcement and dissemination to the public any information required by the SEHK, the SFC, the CSRC and any other Authority to be announced and disseminated to the public, including under certain circumstances, information affecting the information contained in the profit and working capital forecast submitted to the SEHK;

10.6.4 complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the "**Relevant Information**"); and (C) maintenance of confidentiality of any Relevant Information;

10.6.5 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including the CSRC Rules), promptly notifying the CSRC or the relevant PRC Authority and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;

10.6.6 providing to the Joint Sponsors and the Overall Coordinators (on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates (other than those required to be delivered by the Company to the Joint Sponsors and the Overall Coordinators as part of the Conditions Precedent Documents) which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and/or the Overall Coordinators may reasonably require;

10.6.7 at all times adopting and upholding a securities dealing code no less exacting than the "Model Code for Securities Transactions by Directors of Listed Issuers" set out in the Listing Rules and procuring that the Directors uphold, comply and act in accordance with the provisions of the same;

10.6.8 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus;

10.6.9 complying with the provisions of Chapters 13, 14 and 14A of the Listing Rules and the provisions of the Hong Kong Takeovers Code;

10.6.10 paying all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC, the United States or elsewhere, whether pursuant to the requirement of any Law, in connection with the

creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement and will indemnify and hold harmless the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries and the Hong Kong Underwriters against any such Tax, duty, levy, fee, charge and expense (including any interest or penalty) in accordance with the provisions at Clause 12;

10.6.11 furnishing to its shareholders all the reports, circulars and documents, including without limitation, its annual and interim reports, as may be required to be delivered to its shareholders by any applicable laws, rules and regulations, the SEHK, the SFC, the CSRC and any other relevant Authority in Hong Kong, the PRC or elsewhere;

10.6.12 complying with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;

10.6.13 complying with and procure the Directors to comply with their obligations to assist the CMIs in accordance with Listing Rule 3A.46, including but not limited to keeping the CMIs informed of any material changes to information provided under Listing Rule 3A.46(1) as soon as it becomes known to the Company and its Directors;

10.6.14 notifying the Stock Exchange and providing the Stock Exchange with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Listing Rule 9.11;

10.6.15 keeping the Overall Coordinators informed of any material change to the information previously given to the Stock Exchange, the SFC and the CSRC under Clause 10.1.8, and to enable the Overall Coordinators to provide (or procuring their provision) to the Stock Exchange, the SFC and/or the CSRC, in a timely manner, such information as the Stock Exchange, the SFC or the CSRC may require;

10.6.16 providing to or procuring for the Overall Coordinators all necessary consents to the provision of the information referred to in Clauses 10.1.7, 10.1.8, 10.6.11 to 10.6.12 and 10.6.14 herein to them; and

10.6.17 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator.

10.7 **Internal controls**: ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Controls Consultant have been, are being or will promptly be rectified or improved in accordance with the recommendations set out in the report to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Controls Consultant in its internal control report;

10.8 **Compliance Advisor**: maintain the appointment of such compliance advisor and obtain advice from such compliance advisor in relation to its compliance with the Listing Rules and all other applicable laws, rules and regulations in such manner and for such period as set out in Rules 3A.19 and 3A.20 of the Listing Rules;

10.9 **Significant changes**: promptly provide full particulars thereof to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) if, at any time up to or on the date falling twelve months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, and, in connection therewith, further:

10.9.1 inform the SEHK and the SFC of such change or matter if so required by the Joint Sponsors, the Overall Coordinators, the Underwriters or the Capital Market Intermediaries;

10.9.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the SEHK, the Joint Sponsors or the Overall Coordinators and in a form approved by the Joint Sponsors and the Overall Coordinators, deliver such documentation through the Joint Sponsors to the SEHK for approval (unless otherwise directed by the SEHK) and publish such documentation in such manner as the SEHK or the Joint Sponsors or the Overall Coordinators may require;

10.9.3 at its expense, make all necessary announcements on the websites of the SEHK and the Company and to the press to avoid a false market being created in the Offer Shares, and

10.9.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Joint Sponsors and the Overall Coordinators,

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

10.10 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 TERMINATION

11.1 **Termination events:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall be entitled by notice (in writing) to the Company to terminate this Agreement with immediate effect if prior to the time being 90 minutes before the trading of the H Shares first commences on the SEHK:

11.1.1 there shall develop, occur, exist or come into effect:

(a) any event or a series of local, national, regional or international event(s) or circumstance(s) in the nature of force majeure (including, without limitation,

any acts of government or order of any courts, declaration of a national, regional or international emergency or war, calamity, crisis, epidemic and pandemic (including Severe Acute Respiratory Syndrome (SARS), Coronavirus Disease 2019 (COVID-19), H1N1, H5N1 and such related/mutated forms and the outbreak, escalation, mutation or aggravation of such diseases), or interruption or delay in transportation, outbreak, escalation, mutation or aggravation of disease, labour disputes, strikes, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God or acts of terrorism (whether or not responsibility has been claimed)) in or directly or indirectly affecting Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof) or any other jurisdiction relevant to the Group (collectively, the "**Relevant Jurisdictions**"); or

(b) any change, or any development involving a prospective change (whether or not permanent) or development, or any event or series of events or circumstance resulting or likely to result in or representing any change or development, or prospective change (whether or not permanent) or development, in any local, national, regional or international financial, economic, political, military, industrial, legal, fiscal, regulatory, currency, credit or market conditions, exchange control or any monetary or trading settlement system (including, without limitations, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets) in or directly or indirectly affecting any Relevant Jurisdictions; or

(c) any moratorium, suspension or restriction (including any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the SEHK, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the Singapore Stock Exchange, the Tokyo Stock Exchange or the London Stock Exchange; or

(d) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Authority), the PRC, New York (imposed at Federal or New York State level or other competent Authority), London, the European Union (or any member thereof) or any other Relevant Jurisdiction, or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in any Relevant Jurisdiction; or

(e) any new Law, or any change or any development involving a prospective change (whether or not permanent) or any event or series of events or circumstance likely to result in a change or a development involving a prospective change in existing Laws, or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent Authority, in each case, in or affecting any of the Relevant Jurisdictions; or

(f) the imposition of sanctions, in whatever form, directly or indirectly, under any sanction Laws or regulations, or the withdrawal of trading privileges which

existed on the date of this Agreement, in whatever form, directly or indirectly, in Hong Kong, the PRC or any other Relevant Jurisdiction; or

(g) a change or development involving a prospective change in or affecting Taxes or exchange control, currency exchange rates or foreign investment regulations (including a material devaluation of the Hong Kong dollar or the Renminbi against any foreign currencies and a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States), or the implementation of any exchange control, in any of the Relevant Jurisdictions; or

(h) any litigation, dispute, legal action or claim, regulatory investigation or action of any third party being threatened or instigated against any member of the Group or any Director or any Supervisor or any member of the Group's senior management; or

(i) a contravention by any member of the Group or any Director or any Supervisor of the Listing Rules or applicable Laws; or

(j) any non-compliance of the Offering Documents, the CSRC Filings (or any other documents used in connection with the contemplated offer and sale of the Offer Shares) or any aspect of the Global Offering with the Listing Rules, the CSRC Rules or any other applicable Laws; or

(k) other than with the prior written consent of the Joint Sponsors and the Overall Coordinators, the issue or requirement to issue by the Company of any supplement or amendment to the Hong Kong Prospectus (or to any other documents issued or used in connection with the contemplated offer and sale of the H Shares) pursuant to the Companies Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or any requirement or request of the SEHK and/or the SFC; or

(l) any change or development or event involving a prospective change in, or a materialization of, any of the risks set out in the section headed "Risk Factors" of the Hong Kong Prospectus; or

(m) any Supervisor or any non-executive Director (which, for the avoidance of doubt, does not include any independent non-executive Director) or any member of the senior management of the Group vacating his or her office; or

(n) any valid demand by any creditor for repayment or payment of any indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity,

which, individually or in the aggregate, in the sole and absolute opinion of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (1) has or will have or may have a Material Adverse Change; or (2) has or will have or may have a material adverse effect on the success or marketability of the Global Offering or the level of applications or the distribution of the Offer Shares under the Hong Kong Public Offering or the level of interest under the International Offering; or (3) makes or will make or may make it inadvisable, inexpedient, impracticable or incapable for any part of this Agreement, or any part of the Hong Kong Public Offering, the International Offering or the Global Offering,

or the delivery of the Offer Shares, to be performed or implemented or to proceed or to market the Global Offering in the manner contemplated by the Hong Kong Prospectus; or (4) has, will have or may have the effect of making any part of this Agreement (including underwriting of the Hong Kong Public Offering and/or the Global Offering) impracticable or incapable of performance in accordance with its terms or preventing or delaying the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Joint Sponsors and the Overall Coordinators:

(a) that any statement contained in any of the Offering Documents, the formal notice, the Operative Documents, the OC Announcement, the Preliminary Offering Circular and/or in any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) (collectively, the "**Offer Related Documents**") was, when it was issued, or has become, untrue, incomplete, inaccurate, incorrect in any material respect or deceptive or misleading, or that any forecast, estimate, expression of opinion, intention or expectation contained in any of the Offer Related Documents is not fair and honest and made on reasonable grounds or, where appropriate, and based on reasonable assumptions with reference to the facts and circumstances then subsisting; or

(b) that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus, constitute a material omission from, or misstatement in, any of the Offer Related Documents (including any supplement or amendment thereto); or

(c) any material breach of any of the obligations imposed upon any party to this Agreement, the International Underwriting Agreement or the Cornerstone Agreements (other than upon any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Hong Kong Underwriters or the International Underwriters); or

(d) any event, act or omission which gives or is likely to give rise to any liability of any of the Indemnifying Parties pursuant to Clause 12; or

(e) any Material Adverse Change; or

(f) any breach of, or any event or matter or arising or has been discovered, or circumstance rendering untrue, inaccurate, incorrect, incomplete or misleading in any respect, any of the representations, warranties and undertakings given, or when repeated, by the Warrantors in this Agreement or the International Underwriting Agreement, as applicable; or

(g) the chairman of the Board or any executive Director or any independent non-executive Director vacating his or her office; or

(h) a prohibition applicable to the Company and/or any of its respective affiliates for whatever reason from offering, allotting, issuing or selling any of the H Shares (including the Option Shares and the Offer Size Adjustment Option Shares) pursuant to the terms of the Global Offering; or

(i) that approval by the Listing Committee of the SEHK of the listing of, and permission to deal in, the H Shares to be issued or sold (including any additional H Shares that may be issued or sold pursuant to the exercise of the Offer Size Adjustment Option and the Over-allotment Option) under the Global Offering is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or

(j) the Company withdraws any of the Offer Related Documents or the Global Offering; or

(k) any person (other than the Joint Sponsors) (including any of the experts named in the Hong Kong Prospectus) has withdrawn its consent to being named in the Hong Kong Prospectus or to the issue of any of the Hong Kong Public Offering Documents; or

(l) a Director or a Supervisor or a member of the Group's senior management being charged with an indictable offense or prohibited by operation of Law or otherwise disqualified from taking part in the management or taking directorship of a company, or the commencement by any government, political, regulatory body of any action against any Director or any Supervisor in his or her capacity as such or an announcement by any governmental, political regulatory body that it intends to take any such action; or

(m) any order or petition for the winding up or liquidation of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group; or

(n) that a material portion of the orders placed or confirmed in the bookbuilding process have been withdrawn, terminated or cancelled.

11.2 **Effect of termination:** Upon the termination of this Agreement pursuant to Clause 11.1 or Clause 2.4:

11.2.1 subject to Clause 11.2.2 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 1, 6.3, 6.4, 6.5 and 12 to 17 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination and continue in full force and effect notwithstanding the termination of this Agreement; and

11.2.2 the Company shall refund as soon as practicable all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 and/or by applicants under the Hong Kong Public Offering (in the latter case, the Company shall procure that the H Share Registrar and the Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar Agreement and the Receiving Bank Agreement); and

11.2.3 notwithstanding anything to the contrary under this Agreement, if this Agreement is terminated in accordance with Clause 2.4 or Clause 11, the Company shall forthwith pay to the Overall Coordinators the fees, costs, charges and expenses payable to them as set out in Clauses 6.3 and 6.4.

12 INDEMNITY

THE RIGHTS OF EACH INDEMNIFIED PARTY WHO IS NOT A PARTY TO THIS AGREEMENT UNDER THIS CLAUSE 12 ARE SUBJECT TO CLAUSE 17.15.

12.1 **Indemnity:** Each of the Warrantors (collectively, "**Indemnifying Parties**" and individually, an "**Indemnifying Party**") jointly and severally undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters, and each of the other Indemnified Parties, to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party (a) against all losses, liabilities, damages, payments, costs (including legal costs and experts' and consultants' fees), charges, expenses, fees, claims (and any action, writ or proceeding (including any investigation or inquiry by or before any Authority)), claims, demands and Taxation (including stamp duty and any penalties and/or interest arising in respect of any Taxation) (collectively, "**Losses**" and individually, a "**Loss**") which, jointly or severally, any such Indemnified Party may suffer or incur, and (b) against all actions, writs, suits and proceedings (including any investigation or inquiry by or before any Authority), demands, judgement, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding)(collectively, "**Proceedings**" and individually, a "**Proceeding**"), which may be brought or threatened to be brought against any such Indemnified Party jointly or severally, from time to time (including all payments, costs (including legal costs and disbursements), charges, fees and expenses arising out of, in relation to, or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the PHIP, the OC Announcement, the CSRC Filings or any notices, announcements, advertisements, communications or other documents issued by or on behalf of the Company relating to or connected with the Global Offering, the roadshow materials and other investor communication materials, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters or any of them) (collectively, the "**Related Public Information**"), and any amendments or supplements thereto; or

12.1.2 any of the Related Public Information, or any amendment or supplement thereto containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of a fact, or omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or not containing or being alleged not to contain all the information as investors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, business, general affairs, management, results of operation, position or condition (financial or otherwise), profits and losses and prospects of the Group or performance of the Group as a whole or the rights

attaching to the Offer Shares, or any information material in the context of the Global Offering whether required by Law or otherwise, or otherwise required to be contained thereto, except for the respective legal name, logo and address of each of the Joint Sponsors, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Underwriters in the sections headed "Important", "Directors, Supervisors and Parties Involved in the Global Offering", "Underwriting" and "Appendix IV – Statutory and General Information" in the Hong Kong Prospectus, the Preliminary Offering Circular and the Offering Circular, if any, made in reliance upon and in conformity with information furnished in writing to the Company by the Joint Sponsors, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Capital Market Intermediaries and the Hong Kong Underwriters expressly and specifically for inclusion therein; or

12.1.3 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or

12.1.4 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information or the CSRC Filings being or alleged to be untrue, incomplete, inaccurate or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a fact necessary in order to make it not misleading; or

12.1.5 any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offering Documents, the CSRC Filings or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in relation to or in connection with the Group or the Global Offering (whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them) and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents and this Agreement and the International Underwriting Agreement; or

12.1.6 the execution, delivery or performance of this Agreement by the Warrantors and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or

12.1.7 any breach or alleged breach on the part of any of the Warrantors of, or any action or omission of any member of the Group or any of their respective directors, officers or employees resulting in a breach of, any of the provisions of this Agreement or the Articles of Association or the constitutional documents of the Company or the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or

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

12.1.9 the execution, delivery and performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as an Overall Coordinator, a CMI or otherwise, as applicable; or

12.1.10 any act or omission of any member of the Group or any of the Controlling Shareholders in relation to the Global Offering; or

12.1.11 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any Law of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or

12.1.12 any failure or alleged failure by any member of the Group or by any of the Directors or Controlling Shareholders to comply with their respective obligations under the Listing Rules, the applicable Laws, the CSRC Rules or the Articles of Association; or

12.1.13 any breach by the Company or the Controlling Shareholders of the terms and conditions of the Hong Kong Public Offering; or

12.1.14 any Proceeding in connection with the Global Offering or any member of the Group by or before any Authority having commenced or been threatened or any settlement of any such Proceeding; or

12.1.15 any Proceeding against the Company, the Controlling Shareholders, any member of the Group or any of the Directors or Supervisors which is or will or might be adverse to, or affect, the business or financial or trading position or prospects of the Group taken as a whole, or settlement of any such Proceeding; or

12.1.16 any other matter arising in connection with the Global Offering,

provided that the indemnity provided in this Clause 12.1 shall not apply in respect of an Indemnified Party if any such action, claim or proceeding brought against, or any such Losses suffered, incurred or made by, such Indemnified Party to the extent that such Loss or Proceedings is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as case may be) to have been caused solely and directly by the gross negligence, wilful default or fraud on the part of such Indemnified Party. The non-application of the indemnity provided for in Clause 12 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

12.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to, any Indemnifying Party to recover any Loss which such Indemnifying Party or its affiliates or delegates may suffer or incur or make by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in

the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any other Indemnified Party of any of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of any of the Hong Kong Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents, provided that the foregoing shall not exclude any liability of any Indemnified Party for such Losses which have been finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been solely and directly caused by the gross negligence, wilful default or fraud on the part of such Indemnified Party.

12.3 **Notice of claims:** If any of the Warrantors becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 12.1, it shall promptly give notice thereof to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of other Indemnified Parties) in writing with reasonable details thereof.

12.4 **Conduct of claims**: In respect of any pending or threatened Proceeding which an Indemnified Party is or could be a party, each Indemnified Party shall be entitled to select its own counsel. If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 12 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify the Indemnifying Party in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability which such Indemnifying Party may have to any Indemnified Party under this Clause 12 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) consent in writing to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred.

12.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of the relevant Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or impose a liability on or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgement, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by law) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Parties with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party

of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. Any settlement or compromise by any Indemnified Party in relation to any claim shall be without prejudice to, and without (other than any obligations imposed on it by law) any accompanying obligation or duty to mitigate the same in relation to, any claim, action or demand it may have or make against the Company under this Agreement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at Law or otherwise and the obligations of the Indemnifying Parties herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.

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

12.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;

12.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

12.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.

12.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 12 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12.

12.8 **Payment on demand:** All amounts subject to indemnity under this Clause 12 shall be paid by an Indemnifying Party as and when they are incurred within 30 days of a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.

12.9 **Payment free from counterclaims/set-offs:** All payments payable by an Indemnifying Party under this Clause 12 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by any Law. If an Indemnifying Party makes a deduction or withholding under this Clause 12, the sum due from such Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

12.10 **Taxation:** Notwithstanding Clause 17.11, if a payment under this Clause 12 will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating

for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.

12.11 **Full force:** The foregoing provisions of this Clause 12 will continue in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

12.12 **Other rights of the Indemnified Parties:** The provisions of the indemnities under this Clause 12 are not affected by any other terms set out in this Agreement and do not restrict the right of the Indemnified Parties to claim damages on any other basis.

13 ANNOUNCEMENTS

13.1 **Restrictions on announcements:** No announcement or communication concerning the existence or provisions of this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued or made, published or dispatched by the Company or the Controlling Shareholders (or by any of their respective directors, officers, employees or agents) during the period of six months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) except in the event and to the extent that any such announcement is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including the SEHK, the SFC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.

13.2 **Full force:** Subject to Clause 13.1, for the avoidance of doubt, the restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or, for so long as any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Capital Market Intermediaries still remain as sponsor or adviser to the Company, the termination of this Agreement.

14 CONFIDENTIALITY

14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that its affiliates, its and its affiliates' respective directors, officers, employees, assignees, consultants, advisers or agents will treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.

14.2 **Exceptions:** Any party hereto may disclose, or permit its affiliates, its and its affiliates' respective directors, officers, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:

14.2.1 required by applicable Laws;

14.2.2 required, requested or otherwise compelled by any Authority to which such party or its affiliates are subject or submit, wherever situated, including, without limitation, the

SEHK, the SFC and the CSRC, whether or not the requirement of information has the force of law;

14.2.3 required to vest the full benefit of this Agreement in such party;

14.2.4 disclosed to the professional advisers, auditors and internal auditors of such party;

14.2.5 the information has come into the public domain through no fault of such party under a duty of confidentiality (other than by breach of this Agreement);

14.2.6 required or requested by any Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter or any of their respective affiliates for the purpose of the Global Offering;

14.2.7 required by any Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter or any of their respective affiliates to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

14.2.8 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)); or

14.2.9 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information,

provided that, in the case of Clause 14.2.3 and Clause 14.2.7, any such information disclosed shall be disclosed only after consultation with the other parties.

14.3 **Discussion with the Joint Sponsors and the Overall Coordinators**: Each of the Warrantors jointly and severally undertakes to the Joint Sponsors and the Overall Coordinators that it will discuss with the Joint Sponsors and the Overall Coordinators any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, within 12 months following the date of the Hong Kong Prospectus which may conflict in any respect with any statement in the Hong Kong Prospectus. The restrictions contained in this Clause 14.3 shall continue to apply after the completion or termination of this Agreement for the above 12-month period.

14.4 **Full force:** The restrictions contained in this Clause 14 shall continue to apply notwithstanding the termination of this Agreement or the completion of the Global Offering.

15 NOTICES

15.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.

15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and if so addressed, shall be deemed to have been duly given or made as follows:

15.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

15.2.2 if sent by post, two Business Days after the date of posting;

15.2.3 if sent by airmail, five Business Days after the date of posting;

15.2.4 if sent by email, at the earlier of (i) the time the recipient acknowledges receipt; and (ii) 24 hours after transmission, unless the sender receives notification that the email has not been successfully delivered; or

15.2.5 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day. However, in the case of Clauses 15.2.4 and 15.2.5 above, if the time of deemed receipt of any notice is not before 6:30 p.m. local time on a Business Day at the address of the recipient, it is deemed to have been received at 9:00 a.m. local time on the next Business Day.

15.3 **Details of contact:** The relevant address and facsimile number of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the **Company**, to	:	Room 201-204, Building 1, Lane 720, Cailun Road, Pudong New Area, Shanghai, PRC
Facsimile	:	02160198532
Email	:	projectqingyun@innogenpharm.com
Attention	:	Ms. Jiang Fan
If to **CITICS**, to	:	18/F, One Pacific Place, 88 Queensway, Hong Kong
Facsimile	:	852-2868-0189
Email	:	ProjectQingyun@clsa.com
Attention	:	Project Qingyun Deal Team
If to **CLSA**, to	:	18/F, One Pacific Place, 88 Queensway, Hong Kong
Facsimile	:	852-2868-0189
Email	:	ProjectQingyun@clsa.com
Attention	:	Project Qingyun Deal Team
If to **CICCHKS**, to	:	29th Floor, One International Finance Centre, 1 Harbour View Street, Hong Kong
Facsimile	:	+852 2872 2100
Email	:	ib_project_qingyun@cicc.com.cn
Attention	:	CICC team/ CICC ECM team
If to **Deutsche Bank**, to	:	Level 60 International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong
Facsimile	:	N/A
Email	:	andrew.zhong@db.com
Attention	:	Andrew Zhong

If to **Macquarie**, to	:	Level 22, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong N/A
Facsimile	:	wendy.zhai@macquarie.com
Email	:	Ms. Wendy Zhai
Attention	:	

If to any of the Controlling Shareholders, to the address, email and fax number of such Controlling Shareholder, and for the attention of the person, specified under the name of such Controlling Shareholder in **Schedule 1**.

If to any of the Hong Kong Underwriters, to the address and fax number of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in **Schedule 2**.

15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address, email or facsimile number for the purposes of Clause 15.3, provided that such notification shall only be effective on:

15.4.1 the date specified in the notification as the date on which the change is to take place; or

15.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

16 GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

16.1 **Governing law**: This Agreement and any Dispute (as defined in Clause 16.2) shall be governed by and construed in accordance with the laws of Hong Kong.

16.2 **Arbitration**: Each party to this Agreement agrees, on behalf of itself and as agent for its respective affiliates, that any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability (including non-contractual disputes or claims, and disputes or claims against each party's affiliates) ("**Dispute**") shall be referred to arbitration and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the Hong Kong International Arbitration Centre Administered Arbitration Rules (the "**Rules**") in force when the Notice of Arbitration is submitted in accordance with the Rules, as may be supplemented or amended by this Clause 16. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this Clause. Notwithstanding the above, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters shall also have the sole right:

16.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to any dispute arising out of or in connection with this Agreement; or

16.2.2 in circumstances in which they become or are joined as a defendant or third party in any proceedings, to pursue claims against the Company, its Affiliates and/or the Controlling Shareholders in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise).

Once a dispute is referred to arbitration or court proceedings are commenced, the other party or parties to the arbitration or court proceedings shall irrevocably submit to, respectively, the arbitration or the jurisdiction of the court in which such proceedings have been commenced.

16.3 **Submission to jurisdiction**: Subject to Clause 16.2, the taking of proceedings in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of that jurisdiction.

16.4 **Waiver of objection to jurisdiction**: Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 16 and any claim of forum non conveniens and further irrevocably agrees that any judgment or order in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

16.5 **Service of documents**: Without prejudice to the provisions of Clause 16.6, each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered to its address referred to in Clause 15.3 and marked for the attention of the person referred to in that Clause or to such other person or address in Hong Kong as may be notified by the party (as the case may be) to the other parties hereto pursuant to the provisions of Clause 15.3 or Clause 15.4. These documents may, however, be served in any other manner allowed by Law.

16.6 **Process agent**: Each of the Controlling Shareholders irrevocably appoint the Company, as their authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Controlling Shareholders at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. If for any reason such agent shall cease to be agent for the service of process for each of the Controlling Shareholders, each of the Controlling Shareholders shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Controlling Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

Where proceedings are taken against the Company or the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Controlling Shareholders shall forthwith appoint an agent for the service of process in that jurisdiction acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14

days, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company or the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Controlling Shareholders.

16.7 **Waiver of immunity**: To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Company or the Controlling Shareholders has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including 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), the Company or the Controlling Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

17 GENERAL PROVISIONS

17.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.

17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, (a) the provision will apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties, and to the extent it is not possible to delete or modify the provision, in whole or in part, under this clause, then that provision or part of it will, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement will, subject to any deletion or modification made under this clause, not be affected (b) neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

17.3 **Assignment:**

17.3.1 This Agreement shall be binding on, and enure for the benefit of, the parties hereto and their respective successors, personal representative and permitted assigns.

17.3.2 Each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters may assign, in whole or in part, the benefits of, or interest or right under Agreement, including the Warranties and the indemnities in Clauses 8 and 12, respectively, to any person. Save as aforementioned, no party to this Agreement, nor any Indemnified Party who is not a party to this Agreement, may assign or transfer all or any part of any benefit of or rights in, this Agreement. Obligations under this Agreement shall not be assignable.

17.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them)

without releasing or reducing the liability of the other parties (or any of them) or any other party hereto. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by Laws or otherwise). Any waiver of a breach of this Agreement will not constitute a waiver of any subsequent breach.

17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto for any purpose.

17.7 **Entire agreement:** This Agreement (and in the case of the Joint Sponsors and Sponsor-OCs, also together with the Sponsor-OCs Engagement Letters only in their respective capacity as a Joint Sponsor and a Sponsor-OC; and in the case of the CMIs, also together with the CMI Engagement Letters between the Company and each of the CMIs only in their respective capacity as a CMI) constitutes the entire agreement between the Company, the Controlling Shareholders, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the Sponsor-OCs Engagement Letters and the CMI Engagement Letters, respectively) any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. If any terms herein are inconsistent with that of the Sponsor-OCs Engagement Letters and/or the CMI Engagement Letters, the terms in this Agreement shall prevail.

17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.

17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute

one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery. In relation to each counterpart, upon confirmation by or on behalf of a party that such party authorises the attachment of its counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

17.10 **Judgment Currency Indemnity**: In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgment currency**") other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

17.11 **Taxation**: All payments, including reimbursements pursuant to Clause 6, to be made by the Company or the Controlling Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company or the Controlling Shareholders, as the case may be, will pay such additional amount together with the relevant payment as will ensure that the aggregate of the sums received shall, after all deductions or withholdings from such sums have been made, leave the relevant Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter, as applicable, with the same amount as they would have been entitled to receive in the absence of any such deductions or withholdings. If a Joint Sponsor, a Sponsor-OC, an Overall Coordinator, a Joint Global Coordinator, a Joint Bookrunner, a Joint Lead Manager, a Capital Market Intermediary or a Hong Kong Underwriter is required to pay any Taxes as a result of this Agreement, the Company or the Controlling Shareholders, as the case may be, will pay an additional amount to such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter so that, after deducting all Taxes payable by such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter, each such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter receives the same amount as it would have been entitled to receive in the absence of any such Taxes and will further, if requested by such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter, use commercially reasonable efforts to give such assistance as such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter may reasonably request to assist such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter may reasonably request, promptly making available to such Joint Sponsor,

Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter notices received from any Authority and, subject to the receipt of funds from such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter, by making payment of such funds on behalf of such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter to the relevant Authority in settlement of such Taxes.

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

17.13 **Officer's Certificates:** Any certificate signed by any officer of the Company and delivered to any Joint Sponsor, any Overall Coordinator or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Joint Sponsor, Overall Coordinator, Capital Market Intermediary or Underwriter. Any certificate signed by WANG QINGHUA or any officer of the Controlling Shareholders and delivered to any Joint Sponsor, any Overall Coordinator or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by that Controlling Shareholder, as to matters covered thereby, to each Joint Sponsor, Overall Coordinator, Capital Market Intermediary or Underwriter.

17.14 **No right of contribution:** Each of the Controlling Shareholders hereby irrevocably and unconditionally:

17.14.1 waives any right of contribution or recovery or any claim, demand or action he/she/it may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against him/her/it, or any loss or damage or liability suffered or incurred by him/her/it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of him/her/it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

17.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to him/her/it whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and

17.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters and other Indemnified Parties against it under this Agreement) not to make any claim against any director, supervisor, officer or employee of the Company or of any other member of the Group on whom he/she/it may have relied on before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.

17.15 **Contracts (Rights of Third Parties) Ordinance**: A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

17.15.1 Notwithstanding Clauses 3.12 and 12 of this Agreement, this Agreement may be rescinded, varied or terminated without the consent of and without reference to persons entitled to enforce the terms of this Agreement by virtue of the Contracts (Rights of Third Parties) Ordinance and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries and the Hong Kong Underwriters will have no responsibility under or as a result of this Agreement to any Indemnified Party who is not a party to this Agreement.

17.15.2 Save as provided in Clause 17.15.3 of this Agreement, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Ordinance by a person who is not a party to this Agreement.

17.15.3 Each Indemnified Party who is not a party to this Agreement shall have the right under the Contracts (Right of Third Parties) Ordinance (which shall apply to this Agreement only to the extent provided in this Clause 17.15) to enforce its rights against the Warrantors under Clause 12 and to enforce Clause 3.12, provided that, save to the extent notified in writing to the relevant Indemnified Party, the relevant Joint Sponsor, the relevant Overall Coordinator or the relevant Hong Kong Underwriter (without obligation and without requiring the consent of or consultation with any Indemnified Parties) will have the sole conduct of any action to enforce such rights on behalf of an Indemnified Party connected with it (including any decision as to commencement or compromise of such proceedings) but will not owe any duty or have any liability to any of the Indemnified Parties in relation to such conduct.

17.15.4 Save as provided in this Clause 17.15, Indemnified Parties other than the Joint Sponsors, the Overall Coordinators or the Hong Kong Underwriters will not be entitled directly to enforce their rights against the Company or the Warrantors under this Agreement under the Contracts (Rights of Third Parties) Ordinance.

17.16 **Further Assurance:** The Company and the Controlling Shareholders shall from time to time, on being required to do so by the Joint Sponsors or the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Joint Sponsors or the Overall Coordinators may require to give full effect to this Agreement and secure to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries, the Hong Kong Underwriters, or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

17.17 **Survival:** The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

17.18 **Professional Investors:** Each of the Controlling Shareholders and the Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions **"you" or "your"** shall mean each of the

Company and the Controlling Shareholders, and **"we"** or **"us" or "our"** shall mean the Overall Coordinators (on behalf of the Underwriters).

17.19 **MiFID Product Governance:** Solely for the purposes of the requirements of Article 9(8) of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**Product Governance Rules**") regarding the mutual responsibilities of manufacturers under the Product Governance Rules, Deutsche Bank AG, Hong Kong Branch (the "**Manufacturer**") acknowledges that it understands the responsibilities conferred upon it under the Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Offer Shares and the related information set out in the Offering Documents and any announcements in connection with the Offer Shares. The other parties to this Agreement note the application of the Product Governance Rules to the Manufacturer and acknowledge the target market and distribution channels identified as applying to the Offer Shares by the Manufacturer and the related information set out in the Offering Documents and any announcements in connection with the Global Offering.

17.20 **EU Bail-in Powers:** Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

17.20.1 the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof: (a) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon; (b) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations; (c) the cancellation of the BRRD Liability;

17.20.2 the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

17.20.3 For the purpose of this Clause 17.20:

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

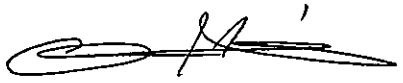
"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499; and

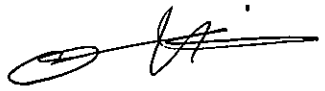
"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party.

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

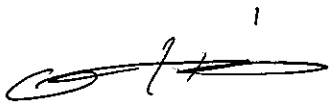
SIGNED by WANG QINGHUA)
duly authorised for and on behalf of)
GUANGZHOU INNOGEN PHARMACEUTICAL GROUP CO., LTD.)
(廣州銀諾醫藥集團股份有限公司))
)
)



SIGNED by
WANG QINGHUA)
)
)

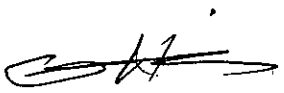


SIGNED by WANG QINGHUA)
duly authorised for and on behalf of)
GUANGZHOU NUOSU ENTERPRISE)
MANAGEMENT PARTNERSHIP (LIMITED)
PARTNERSHIP))
(廣州諾蘇企業管理合夥企業(有限合夥)))
)
)



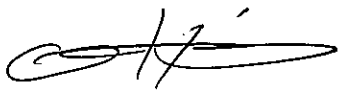
SIGNED by WANG QINGHUA)
duly authorised for and on behalf of)
GUANGZHOU NUOPA ENTERPRISE)
MANAGEMENT PARTNERSHIP (LIMITED)
PARTNERSHIP))
(廣州諾帕企業管理合夥企業(有限合夥)))
)
)

SIGNED by WANG QINGHUA)
duly authorised for and on behalf of)
GUANGZHOU NUOTAI ENTERPRISE)
MANAGEMENT PARTNERSHIP (LIMITED)
PARTNERSHIP))
(廣州諾肽企業管理合夥企業(有限合夥)))
)
)



SIGNED by WANG QINGHUA)
duly authorised for and on behalf of)
SHANGHAI NUOTANG BIOTECHNOLOGY)
CO., LTD.)
(上海諾糖生物科技有限公司))
)
)

SIGNED by WANG QINGHUA)
duly authorised for and on behalf of)
HONG KONG INVENGEN PHARMACEUTICAL)
TECHNOLOGY CO., LIMITED)
(香港醫韻醫藥技術有限公司))
)
)



SIGNED by WANG QINGHUA)
duly authorised for and on behalf of)
HONG KONG INNOGEN PHARMACEUTICAL)
TECHNOLOGY CO., LIMITED)
(香港銀諾醫藥技術有限公司))
)
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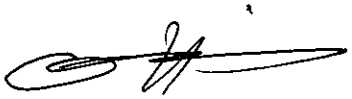
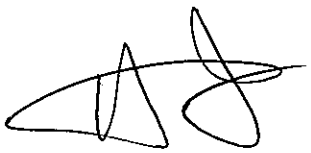


SIGNED by)
Peter Ng, Executive Director)
for and on behalf of)
CITIC SECURITIES (HONG KONG) LIMITED)
)
)

SIGNED by)
Heung Li, Managing Director)
for and on behalf of)
CLSA LIMITED)
)
)



SIGNED by)
Peter Ng, Executive Director)
for and on behalf of)
CLSA LIMITED)
)
)

SIGNED by)
Jin Liang, Managing Director)
for and on behalf of)
CHINA INTERNATIONAL CAPITAL)
CORPORATION HONG KONG SECURITIES)
LIMITED)
)
)

Liang Jin

SIGNED by)
Rui Wang, Managing Director)
for and on behalf of)
DEUTSCHE BANK AG, HONG KONG BRANCH)
)
)

SIGNED by)
Ramin Naji, Managing Director)
for and on behalf of)
DEUTSCHE BANK AG, HONG KONG BRANCH)
)
)

SIGNED by
Wendy Zhai, Managing Director
for and on behalf of
MACQUARIE CAPITAL LIMITED

)
)
)
)
)
)

Wendy Zhai

SIGNED by)
Yixiao Dong, Vice President)
for and on behalf of)
MACQUARIE CAPITAL LIMITED)
)
)

SIGNED by)
Heung Li. Managing Director)
for and on behalf of)
CLSA LIMITED)
as attorney for and on behalf of each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))

SIGNED by)
Peter Ng. Executive Director)
for and on behalf of)
CLSA LIMITED)
as attorney for and on behalf of each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))

SIGNED by)
Jin Liang. Managing Director)
for and on behalf of)
CHINA INTERNATIONAL CAPITAL)
CORPORATION HONG KONG SECURITIES)
LIMITED)
as attorney for and on behalf of each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))

Liang Jin

SCHEDULE 1
THE CONTROLLING SHAREHOLDERS

Controlling Shareholder	Address	Email	Facsimile
WANG QINGHUA	Room 201-204, Building 1, Lane 720 Cailun Road, Pudong New Area, Shanghai, PRC	dr.qwang@innogenpharm.com	02160198532
Guangzhou Nuosu Enterprise Management Partnership (Limited Partnership)	Room 1027, Unit 406, No. 1 Yichuang Street, Huangpu District (China-Singapore Guangzhou Knowledge City), Guangzhou, PRC	jin.jin@innogenpharm.com	02160198532
Guangzhou Nuopa Enterprise Management Partnership (Limited Partnership)	Room 1028, Unit 406, No. 1 Yichuang Street, Huangpu District (China-Singapore Guangzhou Knowledge City), Guangzhou, PRC	jin.jin@innogenpharm.com	02160198532
Guangzhou Nuotai Enterprise Management Partnership (Limited Partnership)	Room 1026, Unit 406, No. 1 Yichuang Street, Huangpu District (China-Singapore Guangzhou Knowledge City), Guangzhou, PRC	jin.jin@innogenpharm.com	02160198532
Shanghai Nuotang Biotechnology Co., Ltd.	No. 10, Building 860, Xinyang Road, Lingang New Area, China (Shanghai) Pilot Free Trade Zone	jin.jin@innogenpharm.com	02160198532
Hong Kong Invengen Pharmaceutical Technology Co., Limited	UNIT 2508A 25/F, BANK OF AMERICA TOWER, 12 HARCOURT RD, CENTRAL, HONG KONG	jin.jin@innogenpharm.com	02160198532
Hong Kong Innogen Pharmaceutical Technology Co., Limited	UNIT 2508A 25/F, BANK OF AMERICA TOWER, 12 HARCOURT RD, CENTRAL, HONG KONG	jin.jin@innogenpharm.com	02160198532

SCHEDULE 2
THE HONG KONG UNDERWRITERS

Hong Kong Underwriters	Maximum number of Hong Kong Offer Shares to be underwritten	Percentage to be underwritten
CLSA LIMITED 18/F, One Pacific Place, 88 Queensway, Hong Kong	See below	See below
CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED 29th Floor, One International Finance Centre, 1 Harbour View Street, Hong Kong	See below	See below
DEUTSCHE BANK AG, HONG KONG BRANCH 58-61/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong	See below	See below
MACQUARIE CAPITAL LIMITED Level 22, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong	See below	See below
CHINA GALAXY INTERNATIONAL SECURITIES (HONG KONG) CO., LIMITED 20/F Wing On Centre 111 Connaught Road Central Hong Kong	See below	See below
ABCI CAPITAL LIMITED 11/F, Agricultural Bank of China Tower 50 Connaught Road Central Hong Kong	See below	See below
BOCOM INTERNATIONAL SECURITIES LIMITED 9/F, Man Yee Building 68 Des Voeux Road Central Hong Kong	See below	See below

CMB INTERNATIONAL CAPITAL LIMITED 45/F, Champion Tower 3 Garden Road Central Hong Kong	See below	See below
FOSUN INTERNATIONAL SECURITIES LIMITED Suite 2101−2105, 21/F Champion Tower 3 Garden Road Central Hong Kong	See below	See below
FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED 34/F, United Centre No. 95 Queensway Admiralty Hong Kong	See below	See below
FUZE SECURITIES (INTERNATIONAL) LIMITED Room 1004, 10/F, OfficePlus@Sheung Wan No. 93-103 Wing Lok Street Sheung Wan Hong Kong	See below	See below
HAFOO SECURITIES LIMITED Room 3203, 32/F, Tower 1 Admiralty Centre 18 Harcourt Road Admiralty Hong Kong	See below	See below
TIGER BROKERS (HK) GLOBAL LIMITED 23/F, Li Po Chun Chambers 189 Des Voeux Road Central Hong Kong	See below	See below
Total	3,655,800	100%

The Hong Kong Public Offering Underwriting Commitments of each of the Hong Kong Underwriters shall be determined in the manner set out below:

A = [B/C] x 3,655,800

Where:

"A" is the Hong Kong Public Offering Underwriting Commitments of the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded to the nearest whole number of a Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 3,655,800, and (iii) the number to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters.

"B" is the respective number of the International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement. For the avoidance of doubt, B is deemed to be zero if neither the relevant Hong Kong Underwriter nor any of its affiliates is an International Underwriter (as defined in the International Underwriting Agreement); and

"C" is the aggregate number of the International Offer Shares (as defined in the International Underwriting Agreement) which all the International Underwriters (as defined in the International Underwriting Agreement) and their respective affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 3
THE WARRANTIES

Part A

Representations and warranties of the Company and the Controlling Shareholders

Each of the Company and the Controlling Shareholders, jointly and severally, represents, warrants and undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them as follows:

1. **Accuracy of Information**

1.1 each of the Offering Documents, does not and will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company and the Controlling Shareholders make no representation or warranty as to the name, logo and address of each Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter, International Underwriter, Capital Market Intermediary contained in the Offering Documents, if any, made in reliance upon and in conformity with information furnished in writing to the Company by such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter, International Underwriter, Capital Market Intermediary expressly and specifically for inclusion therein;

1.2 all expressions of opinion or intention, forward-looking statements, assumptions, forecasts and estimates (including the statements regarding the sufficiency of working capital, use of proceeds, estimated capital expenditures, projected cash flows and working capital, future plans, use of proceeds, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation, impact arising out of COVID-19 and intellectual property) in each of the Offering Documents and the CSRC Filings (A) have been made after due, careful and proper consideration, (B) are and remain based on grounds and assumptions referred to in each of the Offering Documents and/or the CSRC Filings, or otherwise based on reasonable and fair grounds and assumptions, (C) represent, and will represent, reasonable and fair expectations truly and honestly held by the Company and the Directors and are and will be fairly based and the Company and the Directors have taken into account all facts and matters which are or may be material, and (D) there are and will be no other material facts known or which could, upon reasonable inquiry, have been known to the Company, any other member of the Group and/or the Controlling Shareholders, and/or any of their respective directors the omission of which would make any such statement or expression misleading;

1.3 each of the Offering Documents contains and will contain (A) all information and particulars required to comply with the Companies Ordinance and the Companies (Winding Up and Miscellaneous Provisions) Ordinance (as well as the Listing Rules and all other rules and regulations of the SEHK) and all applicable Laws, so far as applicable to any of the foregoing, the Global Offering or the listing of the H Shares on the SEHK (unless any such requirements has been waived or exempted by the relevant Authority), and (B) all material information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the business, condition (financial or other), assets and liabilities, financial position, profits and losses and prospects of the Company and the Subsidiaries, taken as a whole, and the rights

attaching to the H Shares;

1.4 all public notices, announcements and advertisements in connection with the Global Offering (including the Formal Notice and the OC Announcement) and all filings and submissions provided by the Company, the Subsidiaries, the Controlling Shareholders, and any of their respective directors, officers, employees, affiliates (as defined in Rule 501(b) under the Securities Act, "Affiliates") or agents on behalf of the Company, the Subsidiaries, the Controlling Shareholders to the SEHK, the SFC, the CSRC and any other relevant Authority have complied and will comply with all Laws to the extent applicable;

1.5 other than the Offering Documents, the Company and its agents and representatives (other than the Underwriters in their capacity as such) (A) have not, without the prior written consent of the Overall Coordinators, prepared, made, used, authorised, approved or referred to any Supplemental Offering Material, and (B) will not, without the prior written consent of the Overall Coordinators, prepare, make, use, authorise, approve or refer to any Supplemental Offering Material (as used herein, "**Supplemental Offering Material**" means any "written communication" (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares, including, without limitation, any Investor Presentation Materials relating to the Offer Shares that constitutes such written communication);

1.6 each of the Application Proof and the PHIP, as of their respective publication date, is in compliance with and has included appropriate warning and disclaimer statements for publication as required in Chapter 6.4 of the Guide for New Listing Applicants (as amended and updated from time to time);

1.7 each of the CSRC Filings is and remains complete, true and accurate and not misleading, and does not omit any material information which would make the statements made therein, in light of the circumstances under which they were made, misleading;

1.8 the statements set forth in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus (A) under the captions "Capitalization and Indebtedness", "Share Capital" and "Appendix V – Summary of Articles of Association", insofar as they purport to constitute a summary of the terms of the Offer Shares, (B) under the captions "Plan of Distribution", "Structure of the Global Offering" and "Underwriting", insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement, (C) under the captions "Regulatory Overview", "Appendix IV – Summary of Principal Legal and Regulatory Provisions" and "Appendix V – Summary of Articles of Association", insofar as they purport to describe the provisions of Laws affecting or with respect to the business of the Company or any Subsidiary, (D) under the captions "Taxation" "Appendix III – Taxation and Foreign Exchange" and "Appendix VI - Statutory and General Information", insofar as they purport to describe the provisions of Laws and the documents referred to therein, (E) under the captions "Summary", "History, Development and Corporate Structure", "Business" and "Financial Information", insofar as they purport to describe the contracts, agreements and memoranda of understanding to which any member of the Group is a party, (F) under the captions "History, Development and Corporate Structure" and "Appendix VI - Statutory and General Information" insofar as they purport to describe the events, transactions, documents of the history of the Group, the Approvals and Filings and the licenses, consents, franchises, permits, authorisations, approvals, certificates, clearances, qualifications, orders and other concessions of and from, and all registrations, declarations, notifications and filings, of or with any Authority having jurisdiction over the Company, any Subsidiary, any Controlling Shareholder, or any of their respective properties (the "**Governmental Authorisations**"), the independence of parties

with whom the Group has entered transactions with as mentioned in those captions, documents and Governmental Authorisations related to such transactions, (G) under the captions "Summary", "Risk Factors", "Industry Overview", "Regulatory Overview", "Business" and "Financial Information" insofar as they purport to describe any Authority's policies, and effects and potential effects of these policies on the Company and the Subsidiaries, and (H) relating to the total amount of fees paid or payable to the Joint Sponsors, and the aggregate of the fees and the ratio of fixed and discretionary fees paid or payable to all syndicate members contained in each of the Pricing Disclosure Package, the Offering Circular, and the Hong Kong Prospectus, are true, complete and accurate in all material respects and is not misleading;

1.9 all information supplied or disclosed in writing or orally (and any new or additional information serving to update or amend such information) by the Company, the Subsidiaries, the Controlling Shareholders or their respective directors, supervisors, officers, employees or agents on behalf of the Company, the Subsidiaries, and the Controlling Shareholders to the SEHK, the SFC (to the extent applicable), the CSRC, any applicable Authority, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the International Underwriters, the Hong Kong Underwriters, the Capital Market Intermediaries, the reporting accountants, the internal control consultant and legal and other professional advisers to the Company and the Underwriters for the purposes of the Global Offering or the listing of the H Shares on the SEHK (including the answers and documents contained in or referred to in the Verification Notes (and any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date hereof)), the information, answers and documents used as the basis of information contained in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the CSRC Filings or provided for or in the course of due diligence or the discharge by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators or the Underwriters of their obligations under all applicable Laws (including the CSRC Rules), or the discharge by the Joint Sponsors (as joint sponsors to the Company's application for the listing of the H Shares on the SEHK) of their obligations as the Joint Sponsors to the listing of the Company under the Listing Rule and other applicable Laws, information and documents provided for the discharge by the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as an Overall Coordinator and/or a Capital Market Intermediary under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the SEHK, the SFC (to the extent applicable) or the CSRC) and the information contained in the Analyst Presentation Materials and the Investor Presentation Materials was so disclosed or made available in full and in good faith and was when given and, except as subsequently disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the CSRC Filings, or otherwise notified to the SEHK and/or the SFC and/or the CSRC, as applicable, remains true, complete and accurate in all material respects and not misleading; there is no other material information which has not been provided the result of which would make the information so disclosed or made available misleading;

2. **Accounts and other financial information**

2.1 none of the Company and the Subsidiaries has sustained since the date of the latest audited consolidated financial statements included in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus (the "**Latest Audited Balance Sheet Date**") any loss or interference with its business from fire, explosion, flood, windstorm, earthquake or other calamity, whether or not covered by insurance, or from any labour dispute or court or governmental action, order or decree, other than as set forth or contemplated in each of the Pricing Disclosure Package, the Offering Circular and the Hong

Kong Prospectus, except for any loss or interference that would not, individually or in the aggregate, have a material adverse effect or result in any development involving a prospective material adverse effect, on the general affairs, management, prospects, shareholders' equity, results of operations or position, financial or otherwise, or performance of the Company and the Subsidiaries, taken as a whole ("**Material Adverse Effect**"); and since the Latest Audited Balance Sheet Date, there has not been, (A) any change in share capital, decrease in current assets, decrease in total assets or increase in total liabilities, decrease in shareholders' equity, or increase in long-term debt of the Group compared with amounts shown in the Group's latest audited consolidated balance sheet included in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus or (B) any adverse change, or any development involving a prospective adverse change, that, individually or in the aggregate, have or are reasonably expected to have a Material Adverse Effect;

2.2 since the Latest Audited Balance Sheet Date, none of the Company and the Subsidiaries has (A) entered into or assumed any contract, transaction or commitment, except for those entered into or assumed in connection with the Global Offering, (B) incurred, assumed or acquired any liability (including actual or contingent liability, and any off-balance sheet obligations) or other obligation, except for those entered into or assumed in connection with the Global Offering, (C) incurred any Encumbrance on any asset, or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Company and the Subsidiaries and Tax liens with respect to Taxes not yet due and statutory rights of customers in inventory and other assets, (D) acquired or disposed of or agreed to acquire or dispose of any business or asset, (E) had any lapse of any Intellectual Property (as defined below) of the Company or any Subsidiary, any license thereof, or any Intellectual Property application by the Company or any Subsidiary, except in each case of clauses (A) through (E) above would not, individually or in the aggregate, have a Material Adverse Effect, (F) entered into a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (E) above;

2.3 since the Latest Audited Balance Sheet Date, none of the Company and the Subsidiaries has (A) purchased or reduced or otherwise changed, or agreed to purchase, reduce, or otherwise change, any of its share capital (or, as the case may be, its registered capital), or declared, paid or otherwise made any dividend or distribution of any kind on its share capital (or, as the case may be, its registered capital); (B) acquired, sold, transferred or otherwise disposed of any material assets of whatsoever nature; or (C) cancelled or waived or released or discounted in whole or in part any debts or claims, except in each case in the ordinary course of business; or (D) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (C) above;

2.4 since the Latest Audited Balance Sheet Date, each of the Company and the Subsidiaries (A) has carried on and will carry on business in the ordinary and usual course of business so as to maintain it as a going concern and in substantially the same manner as previously carried on and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature, (B) has continued to pay its creditors in the ordinary course of business and on arms-length terms, except as would not, individually or in the aggregate, have a Material Adverse Effect, and (C) has not encountered any failure by its customers to settle amounts owed and due to it on a timely basis, except as would not, individually or in the aggregate, have a Material Adverse Effect; and, since the Latest Audited Balance Sheet Date, there has not been any material change or any development involving a prospective material change in or any development involving a

prospective material change the relations of the business of each of the Company and the Subsidiaries (as described in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus) with its customers or suppliers;

2.5 (A) the consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus as of the dates indicated present accurately and fairly the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Company and its Subsidiaries as of the dates and for the periods indicated, and have been prepared in conformity with the Hong Kong Financial Reporting Standards ("**HKFRSs**") issued by the Hong Kong Institute of Certified Public Accountants, and the accounting policies of the Company applied on a consistent basis throughout the periods involved; the selected financial data set forth under the captions "Summary—Summary of Historical Financial Information", "Summary—Recent Development" and "Financial Information" in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus accurately and fairly present, on the basis stated in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, the information included therein; (B) such consolidated historical financial statements make due provision for any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting practice respecting) deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (C) save as disclosed in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, the profits and losses shown on such consolidated historical financial statements and selected financial data and the trend of profits and losses thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits or losses unusually high or low; (D) the summary and selected financial data (including any financial ratios) included in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus are derived from the accounting records of the Company and the Subsidiaries, and present accurately and fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included therein; (E) the unaudited pro forma adjusted net tangible assets (and the notes thereto) (and all other pro forma financial statements, information or data, if any) included in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus have been prepared in accordance with the applicable requirements of the Listing Rules, the assumptions used in the preparation of such unaudited pro forma adjusted net tangible assets (and the notes thereto) (and other pro forma financial statements, information and data, if any) are reasonable and are disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the pro forma net tangible assets (and the notes thereto) (and other pro forma financial statements, information and data, if any); (F) the depreciation of fixed assets has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (G) except as disclosed in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries are required by any Listing Rules and/or any applicable Laws to be included in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus; (H) none of the Company and the Subsidiaries has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations), not described in any of the Pricing Disclosure Package, the

Offering Circular or the Hong Kong Prospectus; and (I) there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus;

2.6 the memorandum of the Board on profit forecast for the year ending 31 December 2025 and on working capital forecast for the 16 months ending 30 September 2026 (the "**Profit Forecast Memorandum**") has been reviewed by the Reporting Accountants, has been prepared after due and careful inquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable, and the Directors have approved the Profit Forecast Memorandum in draft form and authorized the authorized personnel of the Company to make amendments to the draft Profit Forecast Memorandum, and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading, (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) there are no other facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of such memorandum;

2.7 (A) the prospective information (i) included in the Profit Forecast Memorandum, and (ii) included in the planned capital expenditures and projected working capital as set forth in the section of each of the Pricing Disclosure Package, the Offering Circular or the Hong Kong Prospectus headed "Financial Information – Liquidity and Capital Resources" (collectively, the "**Prospective Financial Information**"), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the best of the Company's knowledge after due and careful inquiry and the bases and assumptions stated in the Profit Forecast Memorandum and the Pricing Disclosure Package, the Offering Circular or the Hong Kong Prospectus, and in accordance with the Company's accounting policies described in each of the Pricing Disclosure Package, the Offering Circular or the Hong Kong Prospectus consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in forecasting the consolidated profit attributable to the Shareholders for the year ending 31 December 2025 and estimating the capital expenditures and the projected working capital of the Company for the 16 months ending 30 September 2026, as applicable, and (ii) reflect, for each relevant period, a fair and reasonable forecast or estimate by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a fair and reasonable forecast by the Company of the consolidated profit attributable to the Shareholders of the Company for the year ending 31 December 2025 and fair and reasonable estimates by the Company of the estimated capital expenditures and the projected working capital of the Company for the 16 months ending 30 September 2026, as applicable;

2.8 the Group has available sufficient working capital to cover at least 125% of the Group's cost for at least 12 months from the date of publication of the Hong Kong Prospectus in accordance with Rule 18A.03 of the Listing Rules;

2.9 the Reporting Accountants, who has reported on the financial information of the Company as set out in the accountants' report in Appendix I to the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus (the "**Accountants' Report**"), is an independent public accountant with respect to the Company under the Code of Ethics for Professional Accountants section 290 "Independence—Audit and Review Engagements" issued by the Hong Kong Institute of Certified Public Accountants and the rules and regulations thereunder;

2.10 the Company has given to the Reporting Accountants all information that was reasonably requested by the Reporting Accountants and no material information was withheld from the Reporting Accountants for the purposes of their preparation of (A) the Accountants' Report contained in the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular, (B) the comfort letters to be issued by the Reporting Accountants; and all information given to the Reporting Accountants for such purposes was given in good faith after due and careful consideration and there is no other material information which has not been provided the result of which would make the information so received misleading; and the factual contents of the reports or letters of the Reporting Accountants are and will remain true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports or letters misleading in any respect, and the opinions attributed to the Directors in such reports or letters are held in good faith based upon facts within their knowledge; none of the Company and the Directors disagree with the reports or letters prepared by the Reporting Accountants;

2.11 no material information was withheld from the Reporting Accountants or the Hong Kong Underwriters, the International Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Joint Sponsors for the purposes of their review of the unaudited pro forma financial information and all other pro forma consolidated financial statements, information or data, if any, of the Company and the Subsidiaries included in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus or their review of the Company's profit forecast and cash flow projections, unaudited pro forma financial information, estimated capital expenditures and financial reporting procedures;

2.12 (A) all statistical, market-related, operational, data and information disclosed in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus as having come from the Company, including information in respect of completed and ongoing clinical trials, the number of employees (total number as well as number of employees by type) and number of owned and leased properties of the Company and the Subsidiaries has been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate safeguards to ensure that the information is true, complete and accurate in all material respects and not misleading and presents fairly the information shown therein; (B) the section entitled "Financial Information" in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus accurately describes in all material respects the Company's exposure to changes in liquidity, interest rates, foreign exchange rates, risk exposure estimates; (C) all statistical and market-related data and information included in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus as having come from a source other than the Company are based on or derived from sources described therein, which the Company reasonably believes to be reliable and accurate and represent the Company's good faith estimates that are made on the basis of data derived from such sources, and such data accurately and fairly reflect the information or the sources from which they are derived; and the Company has obtained the written consent to the use of such data from such sources to the extent required;

2.13 each of the Company and the Subsidiaries has established and maintains procedures which provide a reasonable basis for the directors to make proper assessments as to the financial position and prospects of the Company and the Subsidiaries, and each of the Company and the Subsidiaries has established and maintains a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorisations, (B) transactions are recorded as

necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with HKFRSs, other relevant generally accepted accounting principles or applicable accounting requirements, and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorisations, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences, (E) each of the Company and the Subsidiaries has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Company's consolidated financial statements and notes thereto in accordance with HKFRSs, other relevant generally accepted accounting principles or applicable accounting requirements and (F) the Directors are able to make a proper assessment of the financial position, results of operations and prospects of the Company and the Subsidiaries, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; and (G) the Company's current management information and accounting control system has been in operation at least throughout the Track Record Period, except for the Company's ERP system which has been in operation for at least one year, during which none of the Company and the Subsidiaries has experienced any material difficulties with regard to (A) through (F) above or with regard to ascertaining the differences between budgeted and actual expenses in a timely manner; (H) the Company's internal control over financial reporting is effective and the Company is not aware of (i) any material weaknesses or deficiencies in the Company's and the Subsidiaries' internal controls over accounting and financial reporting or (ii) change in the Company's and the Subsidiaries' internal controls over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Company's and the Subsidiaries' internal controls over accounting and financial reporting;

3. **The Company and the Group**

3.1 each and every (i) Subsidiary and (ii) entity that the Company or any Subsidiary has agreed to acquire pursuant to a contractual obligation existing as of the date hereof has been disclosed in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, and the Company has no other associated companies or jointly controlled entities other than those as set forth in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus;

3.2 none of the Company, or the Subsidiaries has conducted, is conducting or proposes to conduct any business, has acquired or proposes to acquire any property or asset or has incurred or proposed to incur any liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Group but which is not directly or indirectly related to the business of the Group, taken as a whole, as described in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus;

3.3 each of the Company and the Subsidiaries has been duly incorporated or established and is validly existing and in good standing under the Laws of the jurisdiction of its incorporation, registration or organisation with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and conduct its business in the manner presently conducted and as described in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, and has been duly qualified to transact business and is in good standing (where applicable) under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification; the articles

of association, the business license and other constituent documents of each of the Company and the Subsidiaries comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organisation and are in full force and effect; each of the Company and the Subsidiaries is capable of suing and being sued in its own name; each of the Subsidiaries that has been established in the PRC has timely received all requisite certifications from each applicable PRC Authority that are material to the its business and has duly and timely submitted its annual filings on the National Enterprise Credit Information Publicity System of the State Administration for Market Regulation of the PRC (the "**SAMR**"), without being found to have any deficiency by the SAMR and its local branches or counterparts;

3.4 the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the memorandum and articles of association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules);

3.5 none of the Company, the Subsidiaries and the Controlling Shareholders, and any person acting on behalf of any of them, has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started or, to the best knowledge of the Company, threatened, nor have any judgements been rendered to declare (A) to wind up, liquidate, make bankrupt, dissolve, deregister, make dormant, or eliminate the Company or any Subsidiaries, or (B) to withdraw, revoke or cancel any Approvals and Filings required under any Laws applicable to, or from or with any Authority having jurisdiction over the Company or any of the Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, in order to conduct business or operation of the Company or any Subsidiaries, except in each case as described in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus;

3.6 (A) each of the Company and the Subsidiaries has valid title to all personal assets and revenue generating assets it purports to own, in each case free and clear of all Encumbrances and defects, except for Encumbrances and defects which would not, individually or in the aggregate, have a Material Adverse Effect; (B) except as otherwise disclosed in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, each lease to which the Company or any Subsidiary is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto, and such lease is in full force and effect; (C) no material default (or event which with notice or lapse of time, or both, would constitute such a default) by the Company or any Subsidiary has occurred and is continuing or is likely to occur under any of such leases; neither the Company nor the Subsidiaries is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (a) may be adverse to the rights or interests of the Company and/or the Subsidiaries under such lease, tenancy or license or (b) which may affect the rights of the Company and/or the Subsidiaries to the continued possession or use of such leased or licensed property or other asset; the right of the Company and/or the Subsidiaries to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by the Company and/or the Subsidiaries, except in cases which would not, individually or in the aggregate, have a Material Adverse Effect; neither the Company nor any Subsidiary owns, operates, manages or has any other right or interest in any other real property of any kind except as reflected in the audited consolidated financial statements of the Company as of 31 May 2025 included in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, and

no other real properties and personal properties or assets are necessary in order for the Company or the Subsidiaries to carry on the businesses of the Company or the Subsidiaries in the manner described in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus;

3.7 the Company has the authorised and issued capital as set forth under the captions "Capitalization" and "Share Capital" in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, and all of the issued shares of the Company (A) have been duly authorised, registered and validly issued, (B) are fully paid and non-assessable, (C) were not issued in violation of any pre-emptive, resale rights, rights of first refusal or similar rights, (D) conform to the description thereof contained in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, (E) have been issued in compliance with all applicable Laws and (F) are owned by existing shareholders identified and in the amounts specified; no holder of outstanding shares of the Company is entitled to any pre-emptive, resale rights, rights of first refusal or other similar rights to acquire the Offer Shares or any other securities of the Company; and there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the Shares or any other class of shares of the Company, except pursuant to this Agreement, the International Underwriting Agreement or any Cornerstone Agreement;

3.8 each Subsidiary is a legal person with limited liability, and the liability of the Company in respect of equity interests directly or indirectly held by it in such Subsidiary is limited to its investment therein; all the issued shares of, capital stock of or ownership interests in each Subsidiary have been duly authorised, registered and validly issued and are fully paid and non-assessable and are owned by the Company either directly, or indirectly through wholly-owned Subsidiaries, free and clear of all Encumbrances; none of the issued shares of, capital stock of or ownership interests in any Subsidiary was issued, or subscribed to, in violation of the pre-emptive or similar rights of any shareholder of such Subsidiary; and there are no outstanding rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock of, or direct interest in any Subsidiary;

3.9 the registered capital (in the form of shares or otherwise) of the Company and any of its Subsidiary that is a PRC person (other than a PRC person that is a joint stock limited liability company) has been duly and validly established, all of such registered capital has been validly issued and all contributions to such registered capital have been paid within the time periods prescribed under applicable PRC Laws and all payments of such contributions having been approved by the applicable PRC Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right;

4. **The Offer Shares**

4.1 the Offer Shares to be issued and sold by the Company have been duly authorised and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be validly issued and fully paid and non-assessable, free and clear of all Encumbrances and adverse claims and free of any resale rights or other similar rights;

4.2 when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, the Offer Shares conform to the descriptions thereof contained in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, including the descriptions under the captions "Capitalization and Indebtedness", "Share Capital" and "Appendix V – Summary of Articles

of Association" in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus; the Offer Shares are freely transferable by the Company to or for the account of the Hong Kong Underwriters and/or the International Underwriters and/or purchasers procured by the International Underwriters on behalf of the Company; except as set forth in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, there are no restrictions on the holding, voting or subsequent transfers of the Offer Shares under the Laws of the PRC, Hong Kong or the United States, or the articles of association or other constituent or constitutive documents of the Company and/or any agreement or other instrument to which the Company is a party; no holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of the Company's liabilities or obligations by reason of being such a holder; the certificates for the Offer Shares, when issued, are in proper form to be legal and valid under all applicable Laws;

5. **This Agreement and Operative Documents**

5.1 each of this Agreement, the International Underwriting Agreement and the Operative Documents has been, or will be, duly and validly authorised, executed, and delivered by the Company and, when validly authorised, executed and delivered by the other parties thereto, constitutes or will constitute a valid and legally binding agreement of the Company, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganisation, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles;

5.2 the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated and the fulfillment of the terms hereof or thereof, do not and will not (A) conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any Subsidiary is a party, by which the Company or any Subsidiary is bound or to which any of the property or assets of the Company or any Subsidiary is subject, (B) violate any provision of the articles of association or other constituent documents or the business licenses of the Company or any Subsidiary, (C) violate any applicable Law or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary;

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

6.1 approval in principle has been obtained for the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK from the Listing Committee of the SEHK and such approval has not been revoked;

6.2 except for the final approval from the SEHK for the listing of and permission to deal in the H Shares on the Main Board of the SEHK, all licenses, consents, franchises, permits, authorisations, approvals, certificates, clearances, qualifications, orders and other concessions of and from, and all Governmental Authorisations required under any applicable Law, or otherwise required to be obtained from or with any persons, in connection with (A) the Global Offering, (B) the issuance and sale of the Offer Shares, (C) the performance by the Company of its obligations hereunder and the consummation of the transactions

contemplated by this Agreement, the International Underwriting Agreement and the Cornerstone Agreements and each of the agreements relating to the Global Offering to which the Company and/or any of the Controlling Shareholders is a party, and (D) the issuance, publication, distribution or making available of each of the Hong Kong Prospectus, the Formal Notice, the Pricing Disclosure Package, the Offering Circular and the PHIP have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorisations may be revoked, suspended or modified;

6.3 none of the Company and the Subsidiaries is (A) in violation of its articles of association or other constituent documents or its business licenses, (B) in default in the performance or observance of (nor has any event occurred which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) any material obligation, agreement, covenant or condition contained in any license, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any Subsidiary is a party by which the Company or any Subsidiary is bound or to which any of its or their respective property or assets is bound or (C) in violation or contravention of any Law and have not received any notice of any actual or potential liability under or pursuant to any violation of applicable Laws, except, in respect of clause (B) or (C), where such default, violation or contravention would not, individually or in aggregate, have a Material Adverse Effect;

6.4 the Company and the Subsidiaries and their respective properties, assets, facilities and operations are in compliance with, and each of the Company and the Subsidiaries holds, and are in compliance with, all Approvals and Filings and all Governmental Authorisations required under Environmental Laws (as defined below), except where the non-compliance or lack of Approvals and Filings or Governmental Authorisations would not, individually or in the aggregate, have a Material Adverse Effect; there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or any Subsidiary under, or to interfere with or prevent compliance by the Company or any Subsidiary with, Environmental Laws in any material respect; and none of the Company and the Subsidiaries (A) is the subject of any investigation, (B) has received any notice or claim, (C) is a party to or affected by any pending or, to the best knowledge of the Company, threatened action, suit or proceeding, (D) is bound by any judgment, decree or order or (E) has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below); as used herein, "**Environmental Law**" means any Law relating to the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and "**Hazardous Materials**" means any material (including pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law;

6.5 each of the Company and the Subsidiaries (A) is in compliance in all material respects with any and all applicable Laws relating to the operation of a biopharmaceutical business described or referred to in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus under the caption "Regulatory Overview" ("**Applicable Laws**"), and (B) have not received notice of any actual or potential material liability under or violation of any Applicable Laws;

6.6 each of the Company and the Subsidiaries (A) has all required Governmental Authorisations

to own, lease, license and use their property and assets and conduct their businesses as disclosed in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, and (B) has or will use their respective best efforts to obtain all required Governmental Authorisations to use the proceeds from the Global Offering for the purposes as disclosed in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus; and such Governmental Authorisations contain no burdensome restrictions or conditions not described in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus; none of the Company and the Subsidiaries has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorisations, except where the modification, suspension or revocation of such Governmental Authorization would not, individually or in the aggregate, have a Material Adverse Effect; all such Governmental Authorisations are valid and in full force and effect; and each of the Company and the Subsidiaries is in compliance with the provisions of all such Governmental Authorisations in all material respects;

6.7 the statutory books, books of account and other records of the Company and the Subsidiaries are up-to-date and contain complete and accurate records required by applicable Laws to be dealt with in such books in all material respects and no notice or allegation that any is incorrect or should be rectified has been received. All accounts, documents and returns required by applicable Laws to be delivered or made to the Registrar of Companies in Hong Kong or any other Authority have been duly and correctly delivered or made;

6.8 none of the Company, the Subsidiaries, and the Controlling Shareholders is a party to any agreement, arrangement or concerted practice or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in Hong Kong, the PRC, the United States and any other jurisdiction where the Company or any Subsidiary has property or assets or carries on business or in respect of which any Governmental Authorisation is required pursuant to such Laws (whether or not the same has in fact been made);

6.9 the Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings;

6.10 each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules;

7. **Compliance with bribery, money laundering and sanctions Laws**

7.1 (A) none of the Company, the Subsidiaries, the Controlling Shareholders, their respective directors, officers, or, to the best knowledge of any of the Company and/or the Controlling Shareholders, representatives, agents, employees or Affiliates, or any other person associated with or acting on behalf of the Company, the Subsidiaries, the Controlling Shareholders, or their respective Affiliates, (collectively, the "**Group Relevant Persons**"), is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons (i) is located, organised or resident in a country or territory that is targeted by or subject to any Sanctions Laws and Regulations (currently including Belarus, Cuba, Iran, North Korea, Venezuela (in relation to its government only), the Crimea, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic regions of Ukraine, the occupied territories in the Kherson and Zaporizhzhia, Russia and Syria), (ii) undertakes any transactions, or has any connections, with any country, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or performing

contracts in support of projects in or for the benefit of those countries, (iii) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will use the proceeds from the Global Offering exclusively in the manner as set forth in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus captioned "Future Plans and Use of Proceeds", and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary or their respective joint venture partners or other Person for the purpose of financing or facilitating, any activities or business of or with any person or entity, or of, with or in Belarus, Cuba, Iran, North Korea, Venezuela (in relation to its government only), the Crimea, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic regions of Ukraine, the occupied territories in the Kherson and Zaporizhzhia, Russia and Syria, or any country or territory that is targeted by or subject to any Sanctions Laws and Regulations, or to any individual or entity that is owned, controlled, or acting on behalf of the Government of Venezuela, or in any other manner that will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement or the International Underwriting Agreement or the Cornerstone Agreements, the consummation of any other transaction contemplated hereby and thereby, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Company will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (E) each of the Company and the Subsidiaries has instituted and will maintain policies and procedures which are designed to ensure continued compliance with the Sanctions Laws and Regulations; (F) the Company and the Subsidiaries further covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (G) the Group Relevant Persons have not engaged in, are not now engaged in, and will not engage in, any dealings or transactions directly or indirectly with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the target of a Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations; as used herein, "**Sanctions Laws and Regulations**" means (i) any economic or financial sanctions, restrictive measures, trade embargoes or export control laws imposed, administered or enforced from time to time by the United States government, including but not limited to, the Office of Foreign Assets Control of the U.S. Department of the Treasury (including the designation as a "specially designated national or blocked person" thereunder), the U.S. Department of Commerce and the U.S. Department of State, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading with the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty's Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, or other relevant sanctions authorities or other relevant sanctions Authority. No provision of this Clause 7.1 shall apply to Deutsche Bank AG, Hong Kong Branch if and to

the extent that it is or would be unenforceable by or in respect of Deutsche Bank AG, Hong Kong Branch by reason of breach of any provision of Council Regulation (EC) No. 2271/96 of 22 November 1996 (the "**EU Blocking Regulation**") or any other law or regulation implementing the EU Blocking Regulation in any member state of the European Union or any similar applicable blocking or anti-boycott law in the United Kingdom (and, in respect of Deutsche Bank AG, Hong Kong Branch only, as such EU Blocking Regulation being amended by Commission Delegated Regulation (EU) 2018/1100 of 6 June 2018, section 7 of the German Foreign Trade Ordinance (Außenwirtschaf tsverordnung-A WV));

7.2 none of the Group Relevant Persons has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to (a) any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office (each a "**Government Official**"), or (b) any person under circumstances where the Group Relevant Persons knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of Hong Kong, the PRC, the United States or any other jurisdiction; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption laws; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and the Subsidiaries have instituted, and will continue to maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

7.3 none of the Group Relevant Persons is aware of or has, directly or indirectly, received or authorised the receipt of the payment of any money or the gift of anything of value from any supplier of any services, raw materials of or any equipment for the research and development licensing of, and the production of the Group's product candidates, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries to procure or increase the procurement of these raw materials or equipment, or (B) prohibited under any applicable Law of Hong Kong, the PRC, the United States or any other jurisdiction; and each of the Company and the Subsidiaries maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are reasonably designed to detect and prevent any such receipt of payments or gift of anything of value;

7.4 the operations of the Company and the Subsidiaries and the conduct of the Controlling Shareholders are, and at all times have been, conducted in compliance with applicable financial recordkeeping and reporting requirements, including those of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, and any applicable Laws relating to money laundering in all jurisdictions, including Hong Kong, the PRC and U.S. anti-money laundering laws, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the "**Anti-Money Laundering Laws**"),

each of the Company and the Subsidiaries has instituted and maintains policies and procedures which are designed to ensure continued compliance with the Anti-Money Laundering Laws, and no action, suit, proceeding, investigation or inquiry by or before any Authority involving the Company, any of the Subsidiaries, any of the Controlling Shareholders or the businesses of the Company or such Subsidiary or any of the Controlling Shareholders with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened;

8. **Provision of information to research analysts**

8.1 none of the Company, any members of the Group, the Controlling Shareholders, and/or any of their respective directors, officers, employees, Affiliates and/or agents (other than the Hong Kong Underwriters and the International Underwriters, their respective Affiliates or any person acting on their behalf, as to whom the Company makes no representation), has (whether directly or indirectly, formally or informally, in writing or verbally) on behalf of the Company, any members of the Group, the Controlling Shareholders provided to any research analyst any material information, including forward looking information (whether qualitative or quantitative) concerning any members of the Group that is not, or is not reasonably expected to be, included in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus.

9. **Material Contracts and connected transactions**

9.1 all contracts to which the Company or any Subsidiary is a party that are required to be disclosed as material contracts in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus or filed therewith with the Registrar of Companies in Hong Kong (collectively, the "**Material Contracts**") have been so disclosed or filed, in their entirety, without omission or redaction; no such Material Contracts will, without the written consent of the Joint Sponsors and the Overall Coordinators, be entered into, nor will the terms of any Material Contracts be changed prior to or on the Listing Date; and with respect to any Material Contract, none of the Company, the Subsidiaries and any other party to such Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract, and no such termination or non-renewal has been threatened by the Company, any Subsidiary or, to the best knowledge of the Company, any other party to such Material Contract;

9.2 each of the contracts listed as being material contracts in the section of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus headed "Appendix VI - Statutory and General Information – Further Information about Our Business – Summary of Material Contract" has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles;

9.3 except as disclosed under the caption "Financial Information—Capital Commitments" in in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, none of the Company or any Subsidiary has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any Subsidiary (as relevant) on six months' notice or less);

9.4 none of the Company or any Subsidiary is a party to any agreement or arrangement which

prevents or restricts it in any way from carrying on business in any jurisdiction that would, individually or in the aggregate, result in a Material Adverse Effect;

9.5 there are no relationships or transactions not in the ordinary course of business between the Company or any Subsidiary, on one hand, and their respective customers or suppliers, on the other hand;

9.6 the statements set forth in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus under the captions "Summary—Future Plans and Use of Proceeds" and "Future Plans and Use of Proceeds", insofar as they purport to describe the Company's planned application of the proceeds from the International Offering and the Hong Kong Public Offering, set out the true and current plan and intention of the Directors; the application of the net proceeds from the Global Offering, as set forth in and contemplated by each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of the Company or any Subsidiary pursuant to any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any Subsidiary is a party, by which the Company or any Subsidiary is bound or to which any of its or their respective property or assets is subject, except any such conflict, breach, violation, default or Encumbrance as would not, individually or in the aggregate, result in a Material Adverse Effect, (B) violate any provision of the articles of association or other constituent documents or the business licenses of the Company or any Subsidiary, (C) violate any statute, law, rule, regulation, judgment, order or decree of any Authority having jurisdiction over the Company or any Subsidiary or any of their property or assets or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary, except any such Encumbrance as would not, individually or in the aggregate, result in a Material Adverse Effect; and all Approvals and Filings under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over, the Company, any Subsidiary or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the net proceeds to be received by the Company from the Global Offering, for the purposes as set forth in and contemplated by each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, have been obtained or made or are, to the best knowledge of the Company, obtainable in due course without undue burden;

9.7 except as disclosed in in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, there is no contract, agreement or understanding between the Company or any Subsidiary, on the one hand, and any third party, on the other hand, in relation of any merger, acquisition, business consolidation, joint venture, or any material strategic cooperation, with or of any other entity or business;

9.8 no indebtedness (actual or contingent) and no contract or arrangement (other than employment contracts or service agreements with current directors or officers of the Company or the Subsidiaries) is or will be outstanding between the Company or the Subsidiaries, on the one hand, and any substantial shareholder or any current or former director or officer of the Company or the Subsidiaries or any person connected with any of the foregoing persons (including his or her spouse, minor children or any company or

undertaking in which he or she holds a controlling interest), on the other hand;

9.9 neither the Company nor any Subsidiary is engaged in any transactions with its current or former directors, officers, management, shareholders or other Affiliates on terms that are not available from other parties on an arm's-length basis;

10. **Taxation, dividends**

10.1 except as disclosed in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, all dividends and other distributions declared and payable on the H Shares in Hong Kong dollars to the shareholders of the Company may, under the applicable Laws of the PRC currently in effect, be payable in foreign currency and freely paid and transferred out of the PRC without the necessity of obtaining or making any Approvals and Filings of or with any PRC Authority;

10.2 except as disclosed in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, all dividends and other distributions declared and payable on the H Shares to the Shareholders are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong, the PRC or the United States or any taxing or other Authority thereof or therein;

10.3 except as disclosed in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, no stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company, any Subsidiary or any Underwriters to Hong Kong, the PRC, the United States or any other jurisdiction or any political subdivision or any taxing or other Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares, (B) the sale and delivery by the Company of the Offer Shares to or for the respective accounts of the International Underwriters and the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement, the International Underwriting Agreement and the Operative Documents, (C) the execution and delivery of this Agreement and the International Underwriting Agreement, (D) the sale and delivery within and outside Hong Kong by the International Underwriters or within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial placees thereof in the manner contemplated in the Pricing Disclosure Package, the Offering Circular or the Hong Kong Prospectus, or (E) the deposit of the Offer Shares with HKSCC;

10.4 all local and national PRC governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment granted to the Company or the Subsidiaries are valid, binding and enforceable and do not violate any provision of any law or statute or any order, rule or regulation of any Authority;

10.5 all returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required to have been filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been filed; and all such returns, reports and filings are true, complete and accurate in all material respects and are not the subject of any dispute with the relevant Tax or other appropriate authorities; all information supplied or disclosed in writing or orally by the Company, the Subsidiaries, the Controlling Shareholders, or their respective directors, officers or employees on behalf of the Company, the Subsidiaries, and the Controlling Shareholders to the tax authorities is true, complete and accurate in all material respects; all Taxes required to be paid by each of the Company and the Subsidiaries have been paid in full (and all amounts required to be withheld from amounts owing to any employee, creditor, or third party have been withheld in full) other than those being contested in good faith or those that are currently payable without penalty or interest, in which case adequate reserves have been established on the

books and records of the Company and the Subsidiaries in accordance with HKFRSs with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); the provisions included in the audited financial statements as set out in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus included appropriate and adequate provisions required under HKFRSs for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any Subsidiary was then or might reasonably be expected thereafter to become or have become liable; none of the Company and the Subsidiaries has received written notice of any audit or Tax deficiency that has been asserted against the Company or any Subsidiary that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Company and the Subsidiaries in accordance with HKFRSs with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); there are no liens for Taxes on the assets of the Company or the Subsidiaries other than liens for Taxes (X) currently payable without penalty or interest or (Y) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (X) and (Y), adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with HKFRSs with respect thereto reflected on the audited consolidated financial statements (and any notes thereto);

10.6 no Subsidiary is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests of or in such Subsidiary, from repaying to the Company any loans or advances to such Subsidiary from the Company, or from transferring any of the properties or assets of such Subsidiary to the Company or to any other Subsidiary; and, except as disclosed in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, all such dividends and other distributions are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes, or any taxing or other Authority thereof or therein; and may be so paid without the necessity of obtaining any Governmental Authorisation in any of such jurisdictions;

11. **Experts**

11.1 (A) no material information was withheld from the Industry Consultant, the Internal Controls Consultant, the Legal Advisers and any other consultants and/or counsels for the Company for the purposes of their preparation of their respective reports, opinions, letters or certificates in connection with the Global Offering (whether or not contained in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus) (the "**Relevant Reports**"); (B) all information given to each of the foregoing consultants and/or counsels for such purposes was given in good faith and there is no other material information or documents which have not been provided, the result of which would make the information and documents so received, in the light of the circumstances under which they were provided, misleading; (C) all the assumptions made by the foregoing consultants and/or counsels in their respective Relevant Reports are considered by the Company to be reasonable and appropriate; (D) the factual contents of the Relevant Reports are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended updated or replaced information is complete, true and accurate in all material respects); (E) the market positioning of the Company contained in the research report of the Industry Consultant dated 7 August 2025, commissioned by the Company, on the metabolic diseases drug market in China and globally and in connection with the Global Offering, is considered by the Company to be accurately represented, reasonable and not misleading; (F) no facts have come to the attention of the Company or any of its directors or officers that have caused them to believe

that the Relevant Reports, as of their respective dates, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact or assumption necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (G) none of the Company and the Directors disagrees with the opinions or conclusions of the relevant consultants or counsels as stated in their respective Relevant Reports, and the opinions attributed to the Directors in each such Relevant Reports are held in good faith based upon facts within their knowledge;

11.2 each of the experts stated in the section headed "Appendix VI—Statutory and General Information – Other Information – Qualifications of Experts" in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free of any conflict of interest;

12. **Market conduct**

12.1 save for the appointment of the Stabilising Manager of the Global Offering or otherwise pursuant to the Over-allotment Option as disclosed in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, none of the Company, its Affiliates, any of their respective directors, officers, agents or employees, or any person acting on behalf of any of them, and as to the representation of the Controlling Shareholders, none of the Company, or to the best knowledge of the Controlling Shareholders, the Company's Affiliates, any of their respective directors, officers, agents or employees, or any person acting on behalf of any of them (other than the Hong Kong Underwriters and the International Underwriters, their respective Affiliates or any person acting on their behalf, as to whom the Company makes no representation), has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities; (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares that is in contravention of any appliable Laws; or (C) which constitutes non-compliance with the rules, regulations and requirements of the SEHK, the SFC, the CSRC or any other Authority including those in relation to bookbuilding and placing activities;

12.2 none of the Company, its Affiliates, the Subsidiaries, any of their respective directors, officers, agents or employees, and as to the representation of the Controlling Shareholders, none of the Company, the Subsidiaries, or to the best knowledge of the Controlling Shareholders, the Company's Affiliates, or any of their respective directors, officers, agents or employees (other than the Hong Kong Underwriters and the International Underwriters, their respective Affiliates or any person acting on their behalf, as to whom the Company makes no representation) (A) has taken or facilitated, or will take or facilitate, directly or indirectly, any action that is designed to, has constituted or might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company or any Subsidiary to facilitate the sale or resale of the Offer Shares or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance, or would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, or has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise, provided that the granting of the option to purchase

Option Shares or other stabilisation action taken by the Stabilising Manager or any person acting for it as stabilising manager in accordance with Clause 7 of this Agreement, the International Underwriting Agreement, the Listing Rules, the Securities and Futures Ordinance or any other applicable Laws in Hong Kong shall not constitute a breach of this subsection;

12.3 neither the Company, any of the members of the Group, the Controlling Shareholders, nor any of their respective directors has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus. No member of the Group nor any director, officer, agent, employee or affiliate of any member of the Group, and as to the representations of the Controlling Shareholders, no member of the Group nor, to the best knowledge of the Controlling Shareholders, any director, officer, agent, employee or affiliate of any member of the Group, is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus;

13. **No proceedings or investigations**

13.1 there are (A) no legal, arbitral or governmental actions, suits proceedings, investigations or inquires pending or, to the best knowledge of the Company, threatened or contemplated by or before any Authority, to which the Company or any Subsidiary, or any of their respective, directors, or officers, is or may be a party or to which any of the property, assets or products of the Company or any Subsidiary, or any of their respective directors, or officers, is or may be subject, at law or in equity, whether or not arising from transactions in the ordinary course of business of the Group and there are no circumstances likely to give rise to any such actions, suits, proceedings, investigations or inquiries; (B) no Law that has been enacted, adopted or issued or that has been proposed by any Authority and (C) no judgment, decree or order of any Authority, which, in any of clause (A), (B) or (C), would, individually or in the aggregate, adversely affect the power or ability of the Company and/or the Controlling Shareholders to perform its obligations under this Agreement and the International Underwriting Agreement, to offer, sell and deliver the Offer Shares (as applicable) or to consummate the transactions contemplated by this Agreement and the International Underwriting Agreement or otherwise materially and adversely affect the Global Offering, or which are required to be described in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus and are not so described;

13.2 there are no investigations by any Authority pending to which the Company or any Subsidiary, or their respective former or existing directors, officers or, to the best knowledge of the Company and the Controlling Shareholders, employees or any of their respective property, assets or products is subject, and no such investigation is, to the best knowledge of the Company, threatened or contemplated by any Authority; and none of the China National Development and Reform Commission, the China State Administration for Industry and Commerce, the National Medical Products Administration ("**NMPA**"), the United States Food and Drug Administration ("**FDA**") nor any other Authority having jurisdiction over the Company or any Subsidiary, or any of their respective property or assets has, in its review and examination of the Company or any Subsidiary, raised or identified any issues regarding the general affairs, management, business, prospects, products, assets, rights, results of operations or position, financial or otherwise, or legal and regulatory compliance of the Company or any Subsidiary, except for any issues identified during the ordinary-course inspections by the NMPA, which, individually or in the aggregate, would not have a Material Adverse Effect;

14. **United States aspects**

14.1 no registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Legal Managers, the Underwriters and the Capital Market Intermediaries in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents, the Pricing Disclosure Package and the Offering Circular;

14.2 the Company is a "foreign private issuer" as such term is defined in Rule 405 under the Securities Act;

14.3 there is no "substantial U.S. market interest", as such term is defined in Regulation S under the Securities Act, in the Offer Shares or securities of the Company of the same class as the Offer Shares;

14.4 none of the Company, its Affiliates and any person acting on its or their behalf (other than the Hong Kong Underwriters and the International Underwriters, as to whom the Company makes no representation) has offered or sold or will offer or sell the Offer Shares by means of any "directed selling efforts" within the meaning of Rule 902(c) under the Securities Act;

14.5 none of the Company, its Affiliates and any person acting on its or their behalf (other than the Hong Kong Underwriters and the International Underwriters, as to whom the Company makes no representation) has paid or agreed to pay to any person any compensation for soliciting another to purchase any securities of the Company (except as contemplated in this Agreement and the International Underwriting Agreement);

14.6 neither the Company nor any Subsidiary has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any H Shares other than this Agreement, the International Underwriting Agreement, the Cornerstone Agreements and the Operative Documents;

14.7 For purposes of the U.S. Outbound Investment Rules, (A) neither the Company nor any of its subsidiaries is a "covered foreign person," as that term is defined in 31 C.F.R. § 850.209; (B) the consummation of the transactions contemplated by this Agreement will not result in (i) any person becoming a covered foreign person or (ii) a "person of a country of concern" (as defined in 31 C.F.R. § 850.221) engaging in a "covered activity" (as defined in 31 C.F.R. § 850.208); (C) neither the Company nor any of its subsidiaries currently engage in, or have plans to engage in, directly or indirectly, any covered activity; (D) to the Company's knowledge (as defined in 31 C.F.R. § 850.216), the consummation of the transactions contemplated by this Agreement do not constitute either a "prohibited transaction," under 31 C.F.R. § 850.224, or a "notifiable transaction," under 31 C.F.R. § 850.217, for any underwriter or investor involved in the transaction; (E) the performance by any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Legal Managers, the Underwriters and the Capital Market Intermediaries of this Agreement and the International Underwriting Agreement does not and will not constitute a "covered transaction" as defined in the U.S. Outbound Investment Rules, regardless of whether such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Legal Manager, Underwriter or Capital Market Intermediary is considered a U.S. Person under the U.S. Outbound Investment Rules;

15. **Internal controls**

15.1 the Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix C1 to the Listing Rules; each of the Company and the Subsidiaries has established and maintains

and evaluates disclosure and corporate governance controls and procedures to ensure that (A) material information relating to the Company or any of the Subsidiaries is made known in a timely manner to the Board and management by others within those entities, and (B) the Company and the Board comply in a timely manner with the Applicable Laws, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons;

15.2 any issues identified and as disclosed in any internal control report prepared by the Internal Controls Consultant have been rectified or improved or are being improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and no such issues have adversely affected, or could reasonably be expected to adversely affect, such controls and procedures or such ability to comply with all applicable Laws;

16. **Intellectual Property Rights**

16.1 (A) except as disclosed in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular, each of the Company and the Subsidiaries owns free of Encumbrances, or have obtained (or can obtain on reasonable terms) valid licenses for, or other rights to use, all patents, patent applications, patent rights, inventions, copyrights, trademarks, service marks, trade names, domain names, network real names, Internet keywords, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), information, proprietary rights and processes (collectively, the "**Intellectual Property**") as described in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus as being owned or licensed or used by them, and such rights and licenses held by the Company and the Subsidiaries in any Intellectual Property comprises all the rights and licenses that are necessary in connection with the business described in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus as being currently operated or proposed to be operated by them; (B) each agreement pursuant to which the Company and/or the Subsidiaries have obtained licenses for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms; the Company and/or the Subsidiaries have complied in all material respects with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company and/or the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (C) except as disclosed in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular, there is no claim to the contrary or any challenge by any other person to the rights of the Company and/or the Subsidiaries with respect to the Intellectual Property; (D) except as disclosed in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular, none of the Company and the Subsidiaries is aware of any matters which may reasonably lead to a Material Adverse Effect on the Group's Intellectual Property, or has received any notice or claim of infringement of or conflict with asserted rights of others with respect to any of the foregoing; and (E) except as disclosed in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular, in conducting its business activities, none of the Company and the Subsidiaries has infringed any Intellectual

Property rights already registered by a third party in Hong Kong, the PRC, the United States or any other jurisdiction, and there is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the PRC, the United States or Hong Kong (or any other relevant jurisdiction) having jurisdiction over intellectual property matters;

16.2 except as disclosed in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular, neither the Company nor the Subsidiaries is aware of (A) any infringement or unauthorised use by third parties on any Intellectual Property; (B) any opposition by any person to any pending applications challenging the validity, enforceability or scope of any Intellectual Property; (C) any assertion of moral rights which would affect the use of any of the Intellectual Property in the business of any member of the Group; or (D) any facts or circumstances which would render any rights mentioned above invalid or inadequate to protect the interests of the relevant member of the Group or unenforceable;

16.3 the details of all registered Intellectual Property (including applications to register the same) owned or used by the Company and/or the Subsidiaries that are material to the business of the Company and/or the Subsidiaries are set out in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus;

16.4 except as disclosed in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular, the processes employed and the products and services sold, provided and dealt in by the Company and/or the Subsidiaries at any time within the last three years do and did not use, embody or infringe any rights or interests of third parties in Intellectual Property in any respect (other than those belonging to or licensed to the Company and the Subsidiaries);

16.5 all patentable and patented inventions made by employees of the Company and the Subsidiaries and used or intended to be used in the business of the Company and the Subsidiaries were made in the normal course of the duties of the employees concerned and there are no outstanding or potential claims against the Company and the Subsidiaries under any contract or under any applicable Laws providing for employee compensation or ownership in respect of any rights or interests in Intellectual Property;

16.6 except as disclosed in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular, (A) none of the Company nor any of the other members of the Group nor any discoveries, inventions, product candidates, products or processes of the Company and other members of the Group described in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus has infringed or is infringing the intellectual property of a third party including any discovery, invention, product or process that is the subject of a patent application filed by any third party, and none of the Company nor any of the other members of the Group has received notice of a claim by a third party to the contrary; (B) there is no pending or, to the best knowledge of the Company, threatened action, suit, proceeding or claim by others that the Company or any other member of the Group infringes or otherwise violates, or would, upon the commercialization of any product candidates being under development as described in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, if any, infringe or violate, any patent, trade or service mark, trade or service name, service name, copyright, trade secret or other proprietary rights of others, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; and (C) any such risk disclosed in the intellectual property due diligence report or legal opinion issued by the Company's IP Counsel with respect to the freedom to operate the Group's Core Product in the PRC and the US is low, and will not prevent or have a material adverse effect on the commercialization of the Group's Core Product in the PRC or the US;

17. **Information technology**

17.1 (A) the computer systems, communications systems, software and hardware (collectively "**Information Technology**") owned, used, licensed by or to the Company and/or the Subsidiaries comprise all the information technology systems and related rights reasonably necessary to the operation of the business of the Company and the Subsidiaries as currently conducted or as proposed to be conducted; (B) all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries is either legally and beneficially owned by the Company or the Subsidiary or lawfully used under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms; (C) each agreement pursuant to which the Company and/or the Subsidiaries has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles, the Company and/or the Subsidiaries, as the case may be, has complied in all material respects with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company and/or the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Company and/or the Subsidiaries are maintained and operated by the Company and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company, except such dependence that would not, individually or in the aggregate, have a Material Adverse Effect; (E) in the event that the persons providing maintenance or support services for the Company and/or the Subsidiaries with respect to the Information Technology cease or are unable to do so, each of the Company and the Subsidiaries has all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no defects relating to the Information Technology which have caused or might reasonably be expected to cause any substantial disruption or interruption in or to the business of the Company and/or the Subsidiaries; (G) each of the Company and the Subsidiaries has in place procedures to prevent unauthorized access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software and data; and (H) each of the Company and the Subsidiaries has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the Company and/or the Subsidiaries;

17.2 (A) each of the Company and the Subsidiaries has complied in all material respects with all applicable data protection Laws; (B) neither the Company nor the Subsidiaries has received any notice, letter, complaint or allegation from the relevant data protection Governmental Authority alleging any breach or non-compliance by it of the applicable data protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; and (C) neither the Company nor the Subsidiaries has received any claim for compensation from any person in respect of its business under the applicable data protection Laws and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the previous three years and there is no outstanding order against the Company and/or the Subsidiaries in respect of the rectification or erasure of data;

17.3 (A) each of the Company and the Subsidiaries' Information Technology and network

security are adequate for, and operate and perform as required in connection with the operation of the business of the Company and the Subsidiaries as currently conducted, free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants; (B) each of the Company and the Subsidiaries has implemented and maintained controls, policies, procedures, and safeguards to maintain and protect their network security and confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("**Personal Data**"), or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no material breaches, violations, outages, leakages or unauthorized uses of or accesses to the same; (C) each of the Company and the Subsidiaries has complied with all applicable Laws (including the applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the "**Data Protection Laws**")), guidelines, internal policies, contractual obligations and industry standards relating to network security and the privacy and security of Information Technology and Personal Data and to the protection of such Information Technology and Personal Data from unauthorized use, access, misappropriation or modification in all material respects; (D) neither the Company nor the Subsidiaries has been designated as a critical information infrastructure operator in the PRC under the Cybersecurity Law of the PRC; (E) neither the Company nor the Subsidiaries is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of China (the "**CAC**"), the CSRC, or any other relevant Authority; (F) neither the Company nor the Subsidiaries is aware of or has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant Authority alleging any breach or non-compliance by it of the applicable network security or data protection Laws (including but not limited to the Data Protection Laws) and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data or prohibiting the transfer of data to a place outside the relevant jurisdiction; (G) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any members of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there; (H) neither the Company nor the Subsidiaries is aware of or has received any claim for compensation from any person in respect of its business under the applicable network security or data protection Laws (including but not limited to the Data Protection Laws) and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the previous three years and there is no outstanding order against the Company and/or the Subsidiaries in respect of the rectification or erasure of data; (I) neither the Company nor any other member of the Group has received any communication, enquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (J) the Company is not aware of any pending or, to the best knowledge of the Company, threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (K) neither the Company nor any other member of the Group has received any objection to the Global Offering or the transactions

contemplated under this Agreement and the International Underwriting Agreement from the CSRC, the CAC or any other relevant Authority;

18. **Biotech-related matters, and clinical trials and studies**

18.1 each of the Company and the Subsidiaries (A) is and has been in compliance in all material respects with all statutes, rules, or regulations applicable to the ownership, testing, development, manufacture, packaging, processing, use, distribution, labeling, storage, import, export or disposal of any product manufactured by the Company or any Subsidiary, including but not limited to the Drug Administration Law of the PRC (《中華人民共和國藥品管理法》), the Regulations of Implementation of the Drug Administration Laws of the PRC (《中華人民共和國藥品管理法實施條例》), Good Laboratory Practice for Non-Clinical Laboratory Studies (《藥物非臨床研究品質管制規範》), Good Clinical Practice for Drugs (《藥物臨床試驗品質管制規範》), Measures for the Supervision and Administration of Pharmaceutical Production (《藥品生產監督管理辦法》), Good Manufacturing Practices for Pharmaceutical Products (《藥品生產品質管制規範》) and Measures for the Administration of Drug Registration (2020) (《藥品註冊管理辦法(2020)》); (B) has not received any notice of adverse finding, warning letter, untitled letter or other correspondence or notice from any Authority alleging or asserting material non-compliance with any applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such applicable Laws; and (C) has filed, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any applicable Laws or Authority, and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct in all material respects on the date filed (or were corrected or supplemented by a subsequent submission);

18.2 all preclinical studies and clinical trials conducted by the Company and the Subsidiaries, and (if applicable) by or on behalf of the Company and/or any Subsidiary ("**Clinical Trials and Studies**") have been adequately described in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, such that the relevant disclosures do not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; the Clinical Trials and Studies were and, if still pending, are, being conducted in all material respects in accordance with: (A) their experimental protocols; (B) standard medical and scientific research procedures for products or product candidates comparable to those being developed by the Company or the Subsidiaries; and (C) all applicable Laws to which they are subject, including but not limited to those applied by the FDA and the NMPA or other applicable regulatory authorities (the "**Regulatory Authorities**");

18.3 each description of tests and trials, and the data and results, of the Clinical Trials and Studies contained in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus is accurate and complete in all material respects and fairly represents the data about and derived from such tests and trials, and neither the Company nor the Subsidiaries has any knowledge of any other studies or tests the results of which are inconsistent with, or otherwise call into question, the results described or referred to in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus;

18.4 neither the Company nor the Subsidiaries has received any notices or statements from the Regulatory Authorities to the effect that, and otherwise has no knowledge that: (A) any Regulatory Authorities is imposing, requiring, requesting, or suggesting a termination, suspension or material modification of any Clinical Trials and Studies; (B) any application for the registration certificate has been rejected; (C) any material investigational new drug

application or any registration application for any potential pipeline of the Company that is or has been rejected or determined to be non-approvable or conditionally approved,; (D) any Governmental Authorisations to conduct any clinical trial has been, will be or is reasonably likely to be suspended, revoked or materially modified, the modification of which would have a material negative effect on the Company's and its Subsidiaries' abilities to conduct any of their clinical trials; or (E) any license, approval, permit, or authorization to conduct any clinical trial of any product candidates of the Company or the Subsidiaries has been or is reasonably likely to be suspended, revoked, or materially modified or limited; none of the Clinical Trials and Studies involved any investigator who has been disqualified as a clinical investigator or has been found by any Regulatory Authority or any other Authorities to have engaged in scientific misconduct;

18.5 (A) none of the Company nor the Subsidiaries has failed to file with any Regulatory Authority or any other Authorities any required filing, declaration, listing, registration, report or submission with respect to the product candidates of the members of the Group that are described in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus; (B) all such filings, declarations, listings, registrations, reports or submissions were in compliance with applicable Laws in all material respects when filed; and (C) no material deficiencies regarding compliance with applicable Laws have been asserted by any Regulatory Authority or Authorities with respect to any such filings, declarations, listings, registrations, reports or submission;

18.6 the Company and the Subsidiaries complied with the applicable Laws of the Regulatory Authorities or any other Authorities with respect to the product candidates of the Company or the Subsidiaries that are described in the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus;

18.7 all statements relating to the expected or estimated date (as any statement with equivalent meaning) by which approval for any product candidate to be commercialised is to be obtained or applied for contained in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular have been made offer due, careful and proper consideration and represent and continue to represent fair and reasonable expectations honestly held based on facts currently known to the Company;

19. **Compliance with employment and labour Laws**

19.1 except as disclosed in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular and save as in the ordinary course of business (including the internal control measures the Company implements to monitor its compliance with relevant Laws), (A) neither the Company nor any Subsidiary is making or has made any contribution to, or participates or has participated in, or has any obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of the present or past employees or to any other person; (B) all housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of the present or past employees of each of the Company and the Subsidiaries arising from their employment with the Company or such Subsidiary are fully provided for by way of an adequately funded pension scheme established for and on behalf of the Company or such Subsidiary that is or was the employer of such person or established by the Company or such Subsidiary in the name of the relevant present or past employees; (C) neither the Company nor the Subsidiaries has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; (D) there are no material amounts owing or promised to any present or former directors or employees or consultants of the Company and/or the Subsidiaries other than remuneration accrued, due or for

reimbursement of business expenses; (E) no directors or senior management or key employees of the Company and/or the Subsidiaries that are disclosed in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular have given or been given notice terminating their contracts of employment; there are no proposals to terminate the employment or consultancy of any directors, key employees or consultants of the Company and/or the Subsidiaries or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (F) none of the Company and the Subsidiaries has any material financial obligation to the PRC government or any social security fund or other fund maintained by the PRC government in connection with the Global Offering, nor any material undischarged liability to pay to any Governmental Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them; (G) no material liability has been incurred by the Company and/or the Subsidiaries for breach of any director's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former director, employee or consultant of the Company and/or the Subsidiaries; and (H) all contracts of service, contracts for services and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company and/or the Subsidiaries are on usual and normal terms which do not and will not in any way impose any unusual or onerous obligation on the Company and/or the Subsidiaries and all subsisting contracts of service, contracts for services and consultancy agreements to which the Company and/or the Subsidiaries is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and there are no claims pending or, to the Company's knowledge, threatened or capable of arising against the Company and/or the Subsidiaries, by any employee, director, consultant or third party, in respect of any accident or injury not fully covered by insurance; each of the Company and/or the Subsidiaries has, in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants), complied with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of services, employment or consultancy; except, in each case of clauses (B), (E) and (H) above, such occurrences would not have a Material Adverse Effect;

19.2 no material labour dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, is imminent or is, to the best knowledge of the Company, threatened; and the Company is not aware of any existing, threatened or imminent material labor disturbance by the employees of any of its suppliers or customers;

20. **Insurance**

20.1 each of the Company and the Subsidiaries is insured by insurers of recognised financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or any Subsidiary, or their respective businesses, assets and employees are in full force and effect; none of the insurance policies or instruments in respect of the assets of the Company and/or the Subsidiaries is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of normal life; the Company and the Subsidiaries are in compliance in all material respects with the terms of such policies and instruments (including without limitation the due

payment in full of all premiums due in respect of such policies and instruments, and the full observance and performance by the Company and the Subsidiaries of all conditions for the validity and effectiveness of such policies and instruments); there are no material claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries has been refused any material insurance coverage sought or applied for; and none of the Company and the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary or appropriate to continue its business as currently conducted or as proposed to be conducted on commercially reasonable terms;

21. **Immunity, Choice of law and disputes resolutions**

21.1 under the Laws of the PRC and Hong Kong, none of the Company, the Subsidiaries, the Controlling Shareholders, nor any of their respective properties, assets or revenues, is entitled to any right of immunity on the grounds of sovereignty from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of judgment, arbitral award or from other legal process or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Company in Clause 16.7 hereof and in the International Underwriting Agreement not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement and the International Underwriting Agreement is valid and binding under the Laws of Hong Kong and the PRC;

21.2 the choice of law provisions set forth in this Agreement and the International Underwriting Agreement do not contravene the Laws of Hong Kong and the PRC, and will be recognised by the courts of Hong Kong and the PRC; the Company can sue and be sued in its own name under the Laws of Hong Kong and the PRC; the agreement of the Company to resolve any dispute by arbitration at the HKIAC, the agreement to treat any decision and award of the HKIAC as final and binding on the parties to this Agreement and the International Underwriting Agreement, the irrevocable submission by the Company to the jurisdiction of any Hong Kong court (a "**Hong Kong Court**"), the agreement that each party to this Agreement and the International Underwriting Agreement shall have the option to defer any dispute arising out of or in relation to the obligations of the Company under the this Agreement and the International Underwriting Agreement to arbitration, the waiver of sovereign immunity and the agreement that this Agreement and the International Underwriting Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong and the PRC and will be respected by the courts of Hong Kong and the PRC; service of process effected in the manner set forth in this Agreement and the International Underwriting Agreement will be effective, insofar as the Laws of Hong Kong and the PRC is concerned, to confer valid personal jurisdiction over the Company; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company under this Agreement and the International Underwriting Agreement will be recognised and enforced in the courts of Hong Kong and the PRC subject to the uncertainty as disclosed in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular;

21.3 it is not necessary under the Laws of Hong Kong, the PRC and the United States that any of the International Underwriters or the Hong Kong Underwriters (other than those incorporated or organised under the Laws of Hong Kong, the PRC and the United States as the case may be) should be licensed, qualified or entitled to carry out business in Laws of Hong Kong, the PRC and the United States (A) to enable them to enforce their respective

rights under this Agreement, the International Underwriting Agreement or any other document to be furnished hereunder or thereunder, or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement;

22. **Listing Rules and Hong Kong law compliance**

22.1 the Directors collectively have the experience, qualifications, competence and integrity to manage the Company's business and comply with the Listing Rules, and individually have the experience, qualifications, competence and integrity to perform their individual roles, including an understanding of the nature of their obligations and those of the Company as a company listed on the Main Board of the SEHK under the Listing Rules and other legal or regulatory requirements relevant to their roles;

22.2 none of the Directors (or his/her associates (as defined in the Listing Rules)), either alone or in conjunction with or on behalf of any other person, is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary, none of the Directors (or his/her associates (as defined in the Listing Rules)), either alone or in conjunction with or on behalf of any other person, is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary; none of the Directors, nor any of their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with the Company or any Subsidiary which is subsisting and which is material in relation to the business of the Company or such Subsidiary;

22.3 all the interests or short positions of each of the Directors in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the SEHK pursuant to Part XV of such Ordinance and the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules, in each case upon completion of the Global Offering, are listed are fully and accurately disclosed in the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular; and save as disclosed in the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular, no person owns or otherwise has any interest in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the SEHK pursuant to Part XV of such Ordinance;

22.4 save as disclosed in the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular or for such transactions as may be entered into by the Company pursuant to any of the agreements relating to the Global Offering, no material indebtedness (actual or contingent) and no material contract or arrangement is outstanding between the Company and any company or undertaking which is owned or controlled by the Company (whether by way of shareholding or otherwise);

22.5 each of the Pre-IPO Investments (as defined in the Hong Kong Prospectus) are in compliance with Chapter 4.2 of the Guide for New Listing Applicants;

22.6 each of the documents or agreements executed by the Company, any of Subsidiaries and/or any of the Controlling Shareholders (where applicable) in connection with the events and transactions set forth in the sections of each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus headed, respectively, "History, Development and Corporate Structure" and "Appendix IV—Statutory and General Information" has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting

creditors' rights and to general equity principles, and other than the foregoing documents or agreements, there are no other material documents or agreements, written or oral, relating to the Company, any of the Subsidiaries and/or the Controlling Shareholders (where applicable) in connection with the events and transactions set forth in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus under the section headed "History, Development and Corporate Structure" which have not been previously provided, or made available, to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Legal Managers, the Underwriters and the Capital Market Intermediaries;

22.7 the descriptions of the events, transactions, and performance of the documents or agreements executed by the Company as set forth in the sections of each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus headed, respectively, "History, Development and Corporate Structure" and "Appendix IV— Statutory and General Information", including without limitation to those relating to the Pre-IPO Investments (as defined in each of Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus), do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or render the Company liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts based upon which the Accountants' Report or otherwise described in the Hong Kong Prospectus and the Offering Circular, or result in the creation or imposition of any Encumbrance or other restriction on any property or assets of the Company or any Subsidiary that contravenes (A) the memorandum and articles of association or other constituent or constitutive documents or the business license of the Company or any Subsidiary or any Controlling Shareholder (as applicable), or (B) any indenture, mortgage, charge, deed of trust, loan or credit agreement, trust financing agreement or arrangement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company or any Subsidiary is a party or by which the Company or any Subsidiary is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any Subsidiary or any of their respective properties or assets, including the Listing Rules, or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company and/or the Subsidiaries, except in each case of Clauses (B) and (C) above, such conflict, breach, violation or contravention, would not, individually or in the aggregate, have a Material Adverse Effect;

22.8 all necessary Governmental Authorisations required in connection with events, transactions and documents set forth in the sections of each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus headed, respectively, "History, Development and Corporate Structure" and "Appendix IV—Statutory and General Information" have been obtained or made; all such Governmental Authorisations are valid and in full force and effect and not in violation with any applicable Law in all material respects, and the Company is not aware of any reason to believe that any Authority in Hong Kong, the PRC or elsewhere is considering revoking, suspending or modifying such Governmental Authorisations;

22.9 there are no actions, suits, proceedings, investigations or inquiries pending or, to the best knowledge of the Company, threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness, validity and compliance with Laws of the

events, transactions, documents and Governmental Authorisations as set forth in the sections of each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus headed, respectively, "History, Development and Corporate Structure" and "Appendix IV—Statutory and General Information";

23. **No other arrangements relating to sale of Offer Shares**

23.1 there are no contracts, agreements or understandings between the Company or any Subsidiary or any Controlling Shareholder and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any Subsidiary or any Underwriter for brokerage commissions, finder's fees or other payments in connection with the offer and sale of the Offer Shares;

24. **Critical accounting policies and indebtedness**

24.1 the section entitled "Financial Information—Material Accounting Policies and Significant Accounting Judgements and Estimates" in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus accurately and fully describes (A) accounting policies which the Company believes are the most important in the portrayal of the Company's and the Subsidiaries' financial condition and results of operations (the "**Critical Accounting Policies**"), and (B) material judgments and uncertainties affecting the application of the Critical Accounting Policies;

24.2 the Company's management have proposed, and the Board has agreed with, the selection, application and disclosure of the Critical Accounting Policies in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, and have consulted with the Reporting Accountants with regards to such selection, application and disclosure;

24.3 the sections entitled "Financial Information—Liquidity and Capital Resources" and "Financial Information—Indebtedness" in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus accurately and fully describe: (A) all material trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would affect liquidity of the Group and are reasonably likely to occur; (B) all material indebtedness (actual or contingent) of the Company or the Subsidiaries and its or their related parties; and (C) all off-balance sheet transactions, arrangements, and obligations; and none of the Company and the Subsidiaries has any relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company or any Subsidiary, such as structured finance entities and special purpose entities that are reasonably likely to have an adverse impact on the liquidity of the Company and any Subsidiary taken as a whole or the availability thereof or the requirements of the Company and any Subsidiary taken as a whole for capital resources;

24.4 the amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on borrowing contained in their respective articles of association or other constituent documents or business license (if applicable) or any debenture or other deed or document binding upon them and none of the Company or any Subsidiary has factored any of its debts, or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; all of the borrowing facilities of the Company and the Subsidiaries have been duly authorised, executed and delivered and are in full force and effect, all undrawn amounts under such borrowing facilities are or will be capable of drawdown in accordance with their terms, and no event has occurred and, to the best knowledge of the Company, no circumstances exist which could cause any undrawn amounts under any borrowing facilities to be unavailable for drawing as required; and no

event has occurred and no circumstances exist in relation to any national, regional, municipal or local Authority investment grants, loan subsidies or financial assistance received by or pledged to any of the Company or any Subsidiary in consequence of which any of the Company or any Subsidiary is or may be held liable to forfeit or repay in whole or in part any such grant or loan;

24.5 none of the Company and the Subsidiaries is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined;

24.6 save as disclosed in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, (A) there are no material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any material mortgage or charge or any guarantee or other contingent liabilities of the Company or any Subsidiary; (B) no outstanding indebtedness of the Company or the Subsidiaries, which is, individually or in the aggregate, material to the Company and the Subsidiaries, taken as a whole, has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company or the Subsidiaries; (C) no person to whom any indebtedness of the Company and/or the Subsidiaries, which is, individually or in the aggregate, material to the Company and the Subsidiaries, taken as a whole, that is repayable on demand is owed has demanded or, to the best knowledge of the Company, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) no circumstance has arisen such that any person is now entitled to require payment of any indebtedness of the Company or any of the Subsidiaries or under any guarantee of any liability of the Company or any of the Subsidiaries by reason of default of the Company or any of the Subsidiaries or any other person or under any such guarantee given by the Company or any of the Subsidiaries, in respect of any such indebtedness or guarantee that is, individually or in the aggregate, material to the Company and the Subsidiaries, taken as a whole; (E) there are no outstanding guarantees or contingent payment obligations of the Company or any of the Subsidiaries in respect of material indebtedness of any party that is not any member of the Group; and (F) none of the Company and the Subsidiaries have stopped or suspended payments of its material debts, has become unable to pay its debts or otherwise become insolvent;

25. **Cornerstone Investments or placing in International Offering**

25.1 pursuant to Chapter 4.14 of the Guide for New Listing Applicants, there are no direct or indirect benefits by side letter or otherwise, other than a guaranteed allocation of shares at the IPO price, to any cornerstone investors to participate in the International Offering;

25.2 pursuant to Chapter 4.15 of the Guide for New Listing Applicants, no preferential treatment has been, nor will be, given to any existing shareholders or their respective close associates by virtue of its relationship with the Company in any allocation in the International Offering;

25.3 (A) the subscription by any subscriber or purchaser of Offer Shares as a cornerstone investor will not result in such cornerstone investor, and to the best of the Warrantors' knowledge, its beneficial owner(s) and/or associate(s) becoming connected persons (as defined in the Listing Rules) of the Company; and (B) such cornerstone investor, and to the best of the Warrantors' knowledge, its beneficial owner(s) and/or associate(s) will, immediately after completion of the relevant Cornerstone Investment 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;

26. **Miscellaneous**

26.1 any certificate signed by any officer or director of the Company and delivered to the Overall Coordinators, the Joint Sponsors or counsel for the Underwriters in connection with the Global Offering or the listing of the H Shares on the SEHK shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter; and

26.2 neither the Company nor the Controlling Shareholders currently has any reason to believe that any principal investigators, customer or supplier of the Company and/or the Subsidiaries is considering ceasing to deal with the Company and/or the Subsidiaries (as applicable) or reducing the extent or value of its dealings with the Company and/or the Subsidiaries, except in the case of customers and/or suppliers, where such changes would not, individually or in the aggregate, have a Material Adverse Effect.

Part B

Additional representations and warranties of the Controlling Shareholders

The Controlling Shareholders jointly and severally represent, warrant and undertake to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them as follows:

(i) each of the Offering Documents does not and will not, in each case as it relates to the Controlling Shareholders, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) each of the Controlling Shareholders (so far as he is a natural person) is of full age and sound mind, fully understands the contents of this Agreement, the International Underwriting Agreement and any Operative Documents to which he or she is a party and has obtained independent legal advice with respect to this Agreement, the International Underwriting Agreement and any Operative Documents to which he or she is a party and the transactions contemplated thereby prior to his or her execution and delivery of this Agreement, the International Underwriting Agreement and any Operative Documents to which he or she is a party and has acted independently and free from any undue influence by any person;

(iii) each of the Controlling Shareholders (so far as it is an entity) has been duly established and is validly existing under the Laws of the PRC and has been duly qualified to transact business;

(iv) each of the Controlling Shareholders has the legal right, power and authority (corporate and other) to own, use and operate his/ its properties and assets and conduct his/its business, and is in good standing (where applicable) under the Laws of each other jurisdiction in which he/she/it owns properties or conducts any business so as to require such qualification;

(v) each of this Agreement and the International Underwriting Agreement has been duly authorised, executed, and delivered by each of the Controlling Shareholders and constitute a valid and legally binding agreement of the Controlling Shareholders, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency fraudulent transfer, reorganisation, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles;

(vi) the execution and delivery by or on behalf of each of the Controlling Shareholders of, the performance by each Controlling Shareholder of its obligations under this Agreement and the International Underwriting Agreement, and the consummation by each of the Controlling Shareholders of the transactions contemplated herein did not, do not and will not: (A) contravene any provision of applicable Law; or (B) contravene the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, agreement, note, lease or other agreement, obligation or instrument binding upon each Controlling Shareholder; or (C) contravene any judgment, order or decree of any governmental body, agency or court having jurisdiction over each Controlling Shareholder or contravene any law, rule or regulation to which each Controlling Shareholder or any of his/her/its properties is bound; or (D) result in the creation or imposition of any Encumbrance upon any assets of each Controlling Shareholder or (E) in relation to the Controlling Shareholders which is a corporate entity or a limited partnership, contravene the

memorandum and articles of association or other organisational or constitutional documents of them, except, in the cases of (B) and (D) above, as would not, individually or in the aggregate, result in a Material Adverse Effect;

(vii) none of the Controlling Shareholders is in breach or violation of or in default under (and no event has occurred which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other organizational or constitutional documents or its business license; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which he/it is a party or by which he/it or any of his/its properties or assets is or may be bound or affected; or (C) any Laws applicable to he/it or any of its properties or assets, with such exceptions in the case of (B) and (C) as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect;

(viii) all Governmental Authorisations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Controlling Shareholder or any of its properties or assets, or otherwise from or with any other persons, required for the performance by each Controlling Shareholder of his/its obligations hereunder or the consummation of the transactions contemplated by this Agreement, have been obtained or made and are in full force and effect, and to the best of the Controlling Shareholders knowledge, there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified;

(ix) none of the Controlling Shareholders, his/her/its Affiliates, any of their (where applicable) respective directors, officers, agents or employees, or any person acting on behalf of any of them, has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities; or (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares;

(x) none of the Controlling Shareholders, its affiliates, any of their (where applicable) respective directors, officers, agents or employees (A) has taken or facilitated, or will take or facilitate, directly or indirectly, any action that is designed to, has constituted or might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company or any Subsidiary to facilitate the sale or resale of the Offer Shares or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance, or would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, or has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise, provided that the granting of the option to purchase Option Shares or other stabilisation action taken by the Stabilising Manager or any person acting for it as stabilising manager in accordance with Clause 7 of this Agreement, the International Underwriting Agreement, the Listing Rules, the Securities

and Futures Ordinance or any other applicable Laws in Hong Kong shall not constitute a breach of this subsection;

(xi) there has been no petition filed, order made or effective resolution passed for the bankruptcy, liquidation or winding up (as the case maybe) of any of the Controlling Shareholders. None of the Controlling Shareholders has made any voluntary arrangement with any of their respective creditors or is insolvent or unable to pay their respective debts as they fall due;

(xii) no step has been taken by any person with a view to the appointment of an administrator, (or equivalent in the relevant jurisdiction), whether out of court or otherwise, and no receiver has been appointed in respect of the whole or any part of any of the respective property, assets and/or undertaking of the Controlling Shareholders;

(xiii) (A) there are no actions or enquiries under any Laws or by or before any Authority pending or, to the best of the Controlling Shareholders' knowledge, threatened, to which any Controlling Shareholder is or may be a party or to which any of its properties or assets is or may be subject, at law or in equity, before or by any Authority; (B) there is no Law that has been enacted, adopted or issued that has been proposed by any Authority; and (C) there is no judgment, decree or order of any Authority, which, in any such case described in (A), (B) or (C) above, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Effect or materially and adversely affect the power or ability of such Controlling Shareholder to perform its obligations under this Agreement, or to consummate the transactions contemplated by this Agreement or otherwise materially and adversely affect the Global Offering;

(xiv) none of the Controlling Shareholders, nor, to the best of the Controlling Shareholders' knowledge, any of their respective Affiliate, director, officer, or employee nor any agent acting on behalf of such Controlling Shareholder has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated, is in violation of or engaged in any activity or conduct that would constitute an offence under any anti-bribery law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. Each Controlling Shareholder has instituted, and maintains and enforces, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with all anti-bribery law;

(xv) the operations of the Controlling Shareholders are and have been conducted at all times in compliance, in all material respects, with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable Anti-Money Laundering Laws of all jurisdictions where the Controlling Shareholder conducts business, and no action or enquiry by or before any Authority involving any Controlling Shareholder with respect to the Anti-Money Laundering Laws is pending or, to the best of the knowledge of the Controlling Shareholders, threatened.

(xvi) none of the Controlling Shareholders nor, to the best of the Controlling Shareholders'

knowledge, any of their respective directors, officers, nor any agent or Affiliates or any employees, agent acting on behalf of any Controlling Shareholder, is currently subject to or target of any Sanctions Laws and Regulations, and none of the Controlling Shareholders is located, organized or resident in a country, region or territory that is the subject or the target of Sanctions Laws and Regulations, including, without limitation, any sanctioned country;

(xvii) each Controlling Shareholder will cause the Company not to directly or indirectly use the proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person or in any country or territory that, at the time of such funding or facilitation, is or whose government is the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any sanctioned country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions Laws and Regulations.

(xviii) none of the Controlling Shareholders has knowingly engaged in and is not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions Laws and Regulations or with any sanctioned country;

(xix) there are no legal, arbitration or governmental actions in progress or pending or, to the best of the Controlling Shareholders' knowledge, threatened, to which any Controlling Shareholder is a party or to which any of the properties of any Controlling Shareholder is subject, whether or not arising from transactions in the ordinary course of business, that would result in a Material Adverse Change or affect the power or ability of any Controlling Shareholder to perform any of their respective obligations under this Agreement, or to consummate any of the transactions contemplated by the Prospectus; and, to the best of the Controlling Shareholders' knowledge, no event has occurred which could reasonably be expected to give rise to such actions;

(xx) the Controlling Shareholders and their properties, assets or revenues, are not entitled to any right of immunity on the grounds of sovereignty or otherwise from any action, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other action for the giving of any relief or for the enforcement of any judgment;

(xxi) the choice of law provisions set forth in this Agreement and the International Underwriting Agreement will be recognised by the courts of Hong Kong and the PRC; each of the Controlling Shareholders can sue and be sued in his/ its own name under the Laws of Hong Kong and the PRC; the agreement of the Controlling Shareholders to resolve any dispute by arbitration at the HKIAC, the agreement to treat any decision and award of the HKIAC as final and binding on the parties to this Agreement and the International Underwriting Agreement, the irrevocable submission by the Controlling Shareholders to the jurisdiction of any Hong Kong Court, the agreement that each party to this Agreement and the International Underwriting Agreement shall have the option to defer any dispute arising out of or in relation to the obligations of each of the Controlling Shareholders under this Agreement and the International Underwriting Agreement to arbitration, the waiver of sovereign immunity and the agreement that this Agreement and the International Underwriting Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong and the PRC and will be respected by the courts of Hong Kong and the PRC; service of process effected in

the manner set forth in this Agreement and the International Underwriting Agreement will be effective, insofar as the Laws of Hong Kong and the PRC are concerned, to confer valid personal jurisdiction over the Controlling Shareholders; and any judgment obtained in a Hong Kong Court arising out of or in relation to the obligations of each of the Controlling Shareholders under this Agreement and the International Underwriting Agreement will be recognised and enforced in the courts of Hong Kong and the PRC subject to the conditions described under the caption "Enforceability of Civil Liabilities" in each of the Pricing Disclosure Package and the Offering Circular.

SCHEDULE 4
CONDITIONS PRECEDENT DOCUMENTS

Part A

1. Four certified true copies of the resolutions of the Board (or a meeting of a duly authorised committee of the Board):

   1.1 approving and authorising this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;

   1.2 approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of H Shares pursuant thereto;

   1.3 approving and authorising the issue of the Hong Kong Public Offering Documents, the PHIP and the issue of the Preliminary Offering Circular and the Offering Circular;

   1.4 approving and authorising the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong;

   1.5 approving the Verification Notes.

2. Four certified true copies of the resolutions or minutes of extraordinary general meeting of the shareholders of the Company in relation to the Global Offering as referred to in Appendix IV to the Hong Kong Prospectus.

3. (i) Four certified true copies of the register of directors of each of Hong Kong Invengen Pharmaceutical Technology Co., Limited and Hong Kong Innogen Pharmaceutical Technology Co., Limited, (ii) four originals of the corporate registration records of Shanghai Nuotang Biotechnology Co., Ltd. showing its directorship, and (iii) four certified true copies of the resolutions of each of Guangzhou Nuosu Enterprise Management Partnership (Limited Partnership), Guangzhou Nuopa Enterprise Management Partnership (Limited Partnership) and Guangzhou Nuotai Enterprise Management Partnership (Limited Partnership), approving, among other things, this Agreement, the International Underwriting Agreement and all other documents as may be required to be executed by each of them in connection with the Global Offering and the execution on its behalf and its performance of, its obligations hereunder and thereunder.

4. Four printed copy of the Hong Kong Prospectus (English and Chinese) duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, Four certified true copies of the relevant powers of attorney.

5. Four certified true copies of each of the responsibility letters, powers of attorney (except as already provided in item 4 above) and statements of interests signed by each of the Directors.

6. Four certified true copies of the service contracts (or letters of appointment in respect of the independent non-executive Directors) of each of the Directors and the Supervisors.

7. Four certified true copies of each of the contracts referred to in the section of the Hong Kong Prospectus headed "Appendix IV – Statutory and General Information – Further Information about our Business – Summary of Material Contracts" (other than this Agreement) duly signed by the parties thereto.

8. Four copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus and the authorisation to register the Hong Kong Prospectus issued by the SEHK.

9. Four copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).

10. Four originals of the memorandum of profit forecast and the working capital forecast approved by the board of Directors.

11. Four signed originals of the accountants' report of the Group from the Reporting Accountants dated the Hong Kong Prospectus Date, the text of which is contained in Appendix I to the Hong Kong Prospectus.

12. Four signed originals of the letters from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, and copying the Joint Sponsors, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall, inter alia, confirm the indebtedness statement contained in the Hong Kong Prospectus and comment on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group's working capital contained in the Hong Kong Prospectus.

13. Four signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Hong Kong Prospectus.

14. Four signed originals of the comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover the various financial disclosures contained in the Hong Kong Prospectus.

15. Four signed originals or certified true copies of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to them and of their report and letter in the form and context in which they are included.

16. Four signed originals or certified true copies of the letter from the Company's PRC Counsel, dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to it and of its opinion in the form and context in which they are included.

17. Four signed originals of the legal opinion of the Company's PRC Counsel as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

18. Four signed originals of the legal opinion of the Company's IP counsel, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

19. Four signed originals of the due diligence report of the Company's IP counsel, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

20. Four signed originals of the legal opinion of the Underwriters' PRC Counsel as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

21. Four signed originals of the internal control reports prepared by the Internal Controls Consultant, dated March 2025 and July 2025.

22. Four signed originals or certified true copies of the letter from the Industry Consultant, dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to it and of its opinion in the form and context in which they are included.

23. Four signed originals of the report from the Industry Consultant, dated the Hong Kong Prospectus Date.

24. Four signed originals of the Verification Notes duly signed by or on behalf of each person to whom responsibility is therein assigned (other than the Overall Coordinators).

25. Four signed originals or certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.

26. Four certified true copies of the Registrar Agreement duly signed by the parties thereto.

27. Four certified true copies of the Articles of Association.

28. Four certified true copies of the undertaking from the Controlling Shareholders to the SEHK pursuant to Rule 10.07 of the Listing Rules.

29. Four certified true copies of the undertaking from the Company to the SEHK pursuant to Rule 10.08 of the Listing Rules.

30. Four certified true copies of the certificate issued by Mr. Chan Siu On of Toppan Nexus Limited to the Registrar of Companies in Hong Kong relating to the translation of the Hong Kong Prospectus and the Formal Notice.

31. Four certified true copies of the compliance adviser agreement between the Company and the compliance adviser.

32. Four certified copy of the business license of the Company dated 7 April 2024.

33. Four certified copy of the business registration certificate of the Company, the certificate of registration of the Company under Part 16 of the Companies Ordinance and all certificates of registration of alteration of name of the Company.

Part B

1. Four signed originals of each of the comfort letters from the Reporting Accountants, dated the date of the Offering Circular and addressed to the Overall Coordinators and the International Underwriters and the bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Overall Coordinators, which letters shall cover the various financial disclosures contained in each of the Pricing Disclosure Package and the Offering Circular.

2. Four signed originals of the bringdown comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover the various financial disclosures contained in the Hong Kong Prospectus.

3. Four signed originals of the legal opinions of the Company's PRC Counsel, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (including a bring-down opinion of the opinion in item 17 of Part A).

4. Four signed originals of the legal opinion of the Company's IP counsel, addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (including a bring-down opinion of the opinion in item 18 of Part A).

5. Four signed originals of the legal opinion of the Underwriters' PRC Counsel, addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (including a bring-down opinion of the opinion in item 20 of Part A).

6. Four signed originals of the legal opinion as to United States law of the Company's HK & US Counsel, addressed to the Joint Sponsors, the Overall Coordinators and the International Underwriters and dated the Listing Date, and in form and substance satisfactory to the Overall Coordinators.

7. Four signed originals of the legal opinion as to Hong Kong law of the Company's HK & US Counsel, addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

8. Four signed originals of the legal opinion as to United States law of the Underwriters' HK & US Counsel, addressed to the Joint Sponsors, the Overall Coordinators and the International Underwriters and dated the Listing Date, and in form and substance satisfactory to the Overall Coordinators.

9. Four signed originals of the legal opinion as to Hong Kong law of the Underwriters' HK & US Counsel, addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

10. Four signed originals of the certificate of the officer(s) of the Company, dated the Listing Date, and in the form set forth in a Schedule to the International Underwriting Agreement, which

certificate shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement.

11. Four signed originals of the certificate of each of the Controlling Shareholders, dated the Listing Date, and in the form set forth in a Schedule to the International Underwriting Agreement, which certificate shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of such Controlling Shareholder contained in this Agreement.

12. Four signed originals of the certificate of the officer(s) of the Company, dated the Listing Date, and in the form set forth in a Schedule to the International Underwriting Agreement, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants.

13. Four signed originals of the certificate of the joint company secretaries of the Company, dated the Listing Date, in the form set forth in a Schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.

14. Four certified true copies of the written resolutions by or meeting minutes of the authorized attorneys of the Board approving the final Offer Price, the basis of allocation and the allotment and issue of the Offer Shares to the allottees.

15. Four certified copies of the letter from the SEHK approving the listing of the H Shares.

SCHEDULE 5
SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.

2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the HK eIPO White Form Service at www.eipo.com.hk or by giving electronic application instructions through FINI complying in all respects with the terms set out in the section headed "How to apply for Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Records of such applications will have to be provided to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must be identified with the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly indicated on the applications "Hong Kong Underwriter's Application", to the extent applicable.

3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 6
PROFESSIONAL INVESTOR TREATMENT NOTICE

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:

   1.1 a trust corporation having been entrusted with total assets of not less than HK$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements issued to the trust corporation in respect of the trust(s) within the last 12 months;

   1.2 a high net worth individual having, alone or with associates on a joint account, a portfolio of at least HK$8 million (or equivalent) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months;

   1.3 a high net worth corporation or partnership having total assets of at least HK$40 million (or equivalent) or a portfolio of at least HK$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in custodian statements issued to the corporation or partnership within the last 12 months; and

   1.4 a corporation the sole business of which is to hold investments and which is wholly owned by any of the following persons (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who, alone or with associates on a joint account, falls within paragraph 1.2 above; and (iii) a corporation or partnership that falls within paragraph 1.3 above.

   We have categorised you as a Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Professional Investor in relation to all investment products and markets.

2. As a consequence of your categorisation as a Professional Investor, we are not required to fulfil certain requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "**Code**") and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.

   2.1 Client agreement

   We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.

   2.2 Risk disclosures

   We are not required by the Code to provide you with written risk warnings in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

   2.3 Information about us

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

2.4 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

2.5 Information about clients

We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

2.6 Nasdaq–Amex Pilot Program

If you wish to deal through the SEHK in securities admitted to trading on the SEHK under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.

2.7 Suitability

We are not required to ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives.

2.8 Investor characterisation/disclosure of transaction related information

We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterisation and paragraph 8.3A of the Code relating to disclosure of transaction related information.

3. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.

4. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

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

6. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.