

佳鑫国际资源投资有限公司股东协议

第一次修订协议

本第一次修订协议（“本协议”）由以下缔约方于2024年1月24日订立：

(1) 江西铜业（香港）投资有限公司（Jiangxi Copper (Hong Kong) Investment Company Limited），一家根据香港法律成立并存续的非上市有限公司（“江铜香港”）；

(2) 恒兆国际有限公司（Ever Trillion International Limited），一家根据香港法律成立并存续的非上市有限公司（“恒兆国际”）；

(3) 中国铁建国际投资集团有限公司（CRCC International Investment Group Limited），一家根据香港法律成立并存续的非上市有限公司（“铁建国投”）；

(4) 中土工程（香港）有限公司（CCECC (H.K.) Limited），一家根据香港法律成立并存续的非上市有限公司（“中土”）；

(5) 佳鑫国际资源投资有限公司，一家根据香港法律成立并存续的非上市有限公司（“公司”或“佳鑫国际”）；

(6) Jiaxin International Resources Investment S.à.r.l，一家依据卢森堡法律注册成立的有限责任公司（“佳鑫卢森堡”）；

(7) 阿拉尔科根有限责任公司（Товарищество с ограниченной ответственностью «Арал-Кеген»），一家依据哈萨克斯坦共和国法律注册成立的有限责任公司（“阿拉尔科根”）；

(8) 杰特苏钨业有限责任公司（Товарищество с ограниченной ответственностью «Жетісу Вольфрамы»），一家依据哈萨克斯坦共和国法律注册成立的有限责任公司（“杰特苏钨业”）

(9) 佳鑫（珠海横琴）技术服务有限公司，一家依据中国内地法注册成立的有限责任公司（“佳鑫珠海”）；

(10) 刘力强，香港永久居民，并持有香港护照（KJ0276734）；及

(11) 刘子嘉，香港永久居民，并持有香港护照（KJ0276733）。

（合称“各方”，分别称“一方”）

鉴于：

- A. 各方于2020年8月30日签署了《佳鑫国际资源投资有限公司（JIAXIN INTERNATIONAL RESOURCES INVESTMENT LIMITED）股东协议》（“《股东协议》”）；
- B. 公司拟就公司股份在香港联合交易所有限公司（“香港联交所”）主板首次公开发售并上市（“拟议上市”）及获准买卖提出申请。
- C. 除另有界定外，本协议所用之词语和表述与《股东协议》所定义的具有相同涵义。

修订：

各方同意修订《股东协议》如下：

1. 在《股东协议》第2.2条加入下述条款：

“本第2.2(iv)条的约定应在公司首次向香港联交所递交上市申请的前一日即刻终止，如(i)公司的上市申请被适用的证监会/证券交易所不予受理、未获批准、终止审核或被撤回、退回、失效、被否决且此后3个月内公司未提交新的上市申请，或(ii)拟议上市未能在自首次递交上市申请之日起36个月内完成，则本条项下相关权利可于上述(i)或(ii)所述事项(以较早者为准)发生当日恢复。”

2. 删除《股东协议》第3.2(1)条整段，代之以以下述条款：

“**董事会成员的数量。**在本协议生效之日，公司董事会应由五（5）名董事组成，即江铜香港与恒兆国际各提名二（2）名董事，铁建国投与中土共同提名一（1）名董事。受限于第3.2（2）条中的规定，公司应采取一切适当的行动维持董事人数为五（5）名。”

3. 删除《股东协议》第3.2(2)(iv)条整段。

4. 删除《股东协议》第3.3(1)条整段，代之以以下述条款：

“（1）除非各股东另行书面约定外，各方应该采取必要行动，包括确保其提名的**董事会或监督委员会（视属何情况而定）**成员采取必要的行动，以按照本3.3条规定分别组成佳鑫卢森堡、阿拉尔科根以及杰特苏钨业的**董事会或监督委员会（视属何情况而定）**，具体如下：

(i) 佳鑫卢森堡

董事会人数由三（3）名董事组成，即江铜香港和恒兆国际共同提名二（2）名董事，其中一名必须为卢森堡籍董事，铁建国投提名一（1）名卢森堡籍董事。

(ii) 阿拉尔科根

监督委员会人数由五（5）名董事组成，即江铜香港与恒兆国际各提名二（2）名董事，铁建国投与中土共同提名一（1）名董事。

(iii) 杰特苏钨业

监督委员会人数由五（5）名董事组成，即江铜香港与恒兆国际各提名二（2）名董事，铁建国投与中土共同提名一（1）名董事。”

[以下无正文]

协议签署页

江西铜业（香港）投资有限公司

代表 签署

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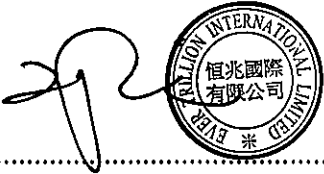
张萌



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协议签署页

恒兆国际有限公司
代表签署

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协议签署页

中国铁建国际投资集团有限公司

代表签署

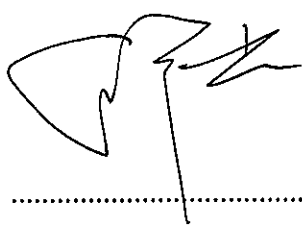


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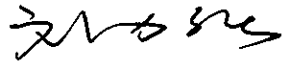
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中土工程（香港）有限公司
代表签署

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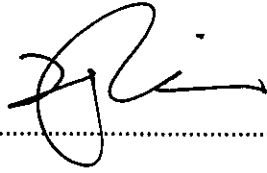
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刘力强



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刘子嘉



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协议签署页

佳鑫国际资源投资有限公司
代表签署

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协议签署页

**Jiaxin International Resources
Investment S.à.r.l**

代表 签署



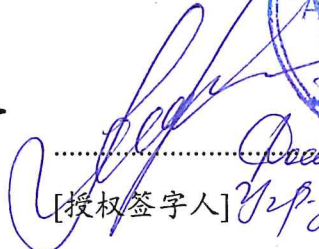
A handwritten signature in black ink, appearing to read '蒋凌' (Jiang Ling), is written over a horizontal dotted line.

[授权签字人]

协议签署页

阿拉尔科根有限责任合伙

代表签署

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[授权签字人]  *Ур. довафу № 12345*

协议签署页

杰特苏钨业有限责任合伙
代表签署



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[授权签字人]

协议签署页

佳鑫（珠海横琴）技术服务有限公司

代表签署

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1308



[授权签字人]

协议签署页

北京市环球（深圳）律师事务所
(见证人)

代表签署



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[授权签字人]

注：北京市环球（深圳）律师事务所仅作为本协议签署的见证人签署本协议，
不享有或承担本协议项下的任何权利义务。

佳鑫国际资源投资有限公司

及

CHINA CINDA (HK) ASSET MANAGEMENT CO., LIMITED

及

中国国际金融香港证券有限公司

基石投资协议

目录

条款	页码
1. 定义和解释	4
2. 投资	9
3. 完成条件	10
4. 完成	12
5. 对投资者的限制	13
6. 承认、声明、承诺及保证	15
7 终止	25
8 公告及机密性	25
9 通知	27
10 一般事项	28
11 管辖法律及司法权区	30
12 豁免权	30
13 副本	31
14 反贿赂	29
附表 1 投资者股份	36
附表 2 投资者详情	37
附表 3 专业投资者待遇通知	38

本协议（下文简称「本协议」）乃于 2025 年 8 月 19 日订立，

订约方：

- (1) **佳鑫国际资源投资有限公司**（一家于香港成立的有限责任公司，其注册办公地址位于香港湾仔港湾道 1 号会展广场办公大楼 45 楼 4501 室，下文简称「**本公司**」）；
- (2) **CHINA CINDA (HK) ASSET MANAGEMENT CO., LIMITED**（一家在香港注册成立的公司，注册办事处位于香港中环干诺道中 1 号友邦金融中心 12 楼，下文简称「**投资者**」）；及
- (3) **中国国际金融香港证券有限公司**（地址：香港中环港景街 1 号国际金融中心一期 29 楼，下文简称「**中金**」或「**独家保荐人**」）。

鉴于：

- (A) 本公司已申请通过全球发售（「**全球发售**」）使其股份（定义见下文）在香港联交所和 AIX（定义分别见下文）上市，全球发售的内容包括：
 - (i) 本公司通过公开发售以供香港公众认购按照招股章程所述数量之股份（按照招股章程所述可予重新分配）（定义见下文）（「**香港公开发售**」）及
 - (ii) 本公司根据证券法 S 规例在美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的照按招股章程所述数量之股份（取决于招股章程所述可予重新分配及视乎超额配股权行使与否而定）（「**国际发售**」）。
- (B) 中金担任全球发售的独家保荐人并且就本协议而言，代表全球发售承销商的独家代表（「**独家代表**」）。
- (C) 中国银河国际证券(香港)有限公司（地址：香港上环干诺道中 111 号永安中心 20 楼，下文简称「**中国银河**」）（中金及中国银河，下文统称为「**整体协调人**」或各自称为「**整体协调人**」。中金及中国银河担任全球发售的整体协调人。
- (D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其序文和附表），除文义另有所指外，以下词词汇和表达应具有以下含义：

「**联属人士**」指，除非文意另有所指，就任何特定个人或实体而言，直接或间接或通过一或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**AIX**」指阿斯塔纳国际交易所；

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以根据本协议下投资者购买的投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据上市规则主板费用规则就投资者在本协议项下购买投资者股份按投资总额 1.0%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周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及管理之香港中央结算及交收系统；

「**完成**」指投资者根据本协议的条款及条件完成投资者股份认购或本公司根据本协议的条款及条件完成投资者股份的发行、分配、配售和/或交付（视情况而定）；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**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**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**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；

「**处置**」包括，就任何相关股份而言，直接或间接；

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或设置任何产权负担或同意设置任何产权负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份或其任何利益的任何其他证券的任何法定或实益权益或代表接收该等相关股份或其任何权益的权利设立任何性质的第三方权利，或同意或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「**处置**」应作相应解释；

「**FINI**」具有《上市规则》所赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会(包括但不限于香港证监会与中国证监会)、理事会、实体、机关或机构或任何证券交易所(包括但不限于联交所和 AIX)、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家；

「**本集团**」指本公司及其于相关时间的附属公司；

「**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」指中华人民共和国香港特别行政区；

「香港公开发售」具有序文(A)赋予的含义；

「受弥偿方」具有第 6.5 条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

「国际发售」具有序文(A)赋予的含义；

「国际发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「投资者相关信息」具有第 6.2(i)条所给予的涵义；

「投资者股份」指将由投资者根据本协议的条款及条件在国际发售中认购的股份，该等股份数目将根据附表 1 计算，由本公司及独家代表厘定；

「法律」指所有相关司法权区的所有法律、成文法、立法、措施、条例以及任何政府机构（包括但不限于联交所、香港证监会及中国证监会）的规则、法规、指引、指南、决定、意见、公告、通知、命令、判决、法令或裁决；

「征费」指香港证监会的 0.0027%交易征费（或于上市日期收取的现行交易征费），联交所的 0.00565%交易费（或者于上市日期收取的现行交易征费）以及会财局的 0.00015%交易征费（或者于上市日期收取的现行交易征费），在每种情况下，均按投资总额计算；

「上市日」指股份在联交所主板的初始上市日期；

「上市规则」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引及其他要求，经不时修订、补充或另行修改；

「禁售期」具有第 5.1 条赋予的含义；

「MIC」指哈萨克斯坦工业和建设部，自 2023 年 9 月 1 日起成为哈萨克斯坦矿业主管部门；

「发售价」指股份将根据全球发售发售或出售的每股 10.92 港元价格（不包括经纪费及征费）；

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**S 规例**」指证券法项下的 S 规例（经不时修订、补充或通过其他方式修改）；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份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。

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）；

「**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**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**股份**」指本公司股本中的普通股，此类股份将(i)以港元交易，并拟将通过香港发售和国际发售（不包括 AIX 发售）在香港联交所上市；以及(ii)以人民币交易，并拟将通过 AIX 发售在 AIX 上市；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人**」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对「**条款**」、「**子条款**」或「**附表**」的提述应指本协议的条款、子条款或附表；

- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例、法规、法规或规则条文的提述应包括：
 - (i) 对该等法例、法规、法规或规则条文不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法规、法规或规则条文重新颁布的先前已作废法例、法规、法规或规则条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法规条文制定的任何附属立法的提述；
- (g) 凡提及「**法规**」的，包括任何政府、政府间或国际机构、机关、部门或任何监管、自我监管或其他机关或组织颁布的任何法规、规章、官方指令、规定或指南（是否具法律效力在所不论）；
- (h) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (i) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (j) 对「**包括**」的提述应解释为包括但不限于；及
- (k) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

- 2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、独家代表及独家保荐人共同予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 投资者将在国际发售下并作为国际发售的一部分按发售价认购，本公司将按发售价发行、配发及配售且独家代表将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份，通过独家代表及/或彼等的联属人士（作为国际发售相关部分的国际包销商的代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征费。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司、独家代表及独家保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、独家代表及独家保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者 (i)无条件及不可撤销地向本公司、独家代表及独家保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契约；及(ii)共同及个别承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在第 2.2 条项下的义务构成应本公司、独家代表或独家保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、独家代表或独家保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 投资者股份的数目载于附表 1。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及独家代表根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不可豁免，第 3.1(f)条所载的条件仅可由本公司、独家代表及独家保荐人共同予以豁免）方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期（根据其各自的初始条款或经相关方同意随后豁免

或更改的条款) 签订、生效及变得无条件, 且上述任一包销协议均未终止;

(b) **【特意留白】**;

(c) 香港包销协议和国际包销协议均未终止;

(d) 联交所和 AIX 上市委员会已授予股份(包括投资者股份) 上市及交易许可以及其他适用的豁免及许可, 且该等许可或豁免并未于股份在联交所和 AIX(视情况而定) 交易前撤销;

(e) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律, 具有管辖权的法院并未签发禁止完成该等交易的命令或指令; 及

(f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认(于本协议签署日、上市日和完成日在所有方面均准确、真实及不具误导性或欺骗性, 投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天(180) 天或之前(或本公司、投资者、独家代表及独家保荐人可能书面议定的其他日期) 并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d) 及 3.1(e) 条所载的条件不得豁免, 第 3.1(f) 条所载的条件仅可由本公司、独家代表及独家保荐人共同予以豁免), 投资者认购投资者股份的义务以及本公司及独家代表发行、配发、配售、分配及/或交付(视情况而定) 或促使发行、配发、配售、分配及/或交付(视情况而定) 投资者股份的义务应终止, 投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快在商业上可行的情况下免息退还投资者, 本协议将终止及不再生效, 而本公司、独家代表及/或独家保荐人的所有义务及责任将终止; 惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问, 本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认, 无法保证全球发售将完成或不被延迟或终止, 若全球发售因任何原因延迟或终止或不再进行或未能于所述的日期及时间完成或根本无法完成, 本公司、独家代表及独家保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因被延迟或终止、不再继续进行或未能于规定的日期及时间完成或根本无法完成的理由, 提起针对本公司、独家代表及/或独家保荐人或其各自的联属人士, 其各自的联属人士的高级职员、董事、监事、员工、成员、联系人、合伙人、代理和代表的任何申索或诉讼的权利(若有)。

4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过独家代表（及/或彼等的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及独家代表厘定的时间及方式，于国际发售完成之予以认购。
- 4.2 投资者应于上市日前一个营业日下午 5 时 30 分正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至独家代表在上市日前提前至少一（1）个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征费。而公司及独家代表需确保该银行账户及对应的证券账户处于正常状态，投资者亦应配合提供必要信息及协助，在当下及可见未来不会成为冻结状态。
- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日由投资者通知独家代表指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 投资者股份的交割亦可以本公司、独家代表、独家保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的三（3）个营业日。
- 4.5 若投资总额及相关经纪费和征费（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、独家代表及独家保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、独家代表及独家保荐人的所有义务及责任将终止（但无损本公司、独家代表及独家保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条或本协议的任何条款全额支付投资总额及经纪费和征费或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.6 如本公司、独家代表及独家保荐人因超出本公司、独家代表或独家保荐人（视情况而定）控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病或疾病升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、SARS、H5N1、MERS、埃博拉病毒和新冠病毒）、爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行

为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任并有权中止本协议。

- 4.7 如(i)上市规则第 8.08(3)条规定的上市时由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；(ii)《上市规则》第 8.08(1)条规定的由公众人士持有的要求；(iii)《上市规则》第 8.08A 条规定的最低自由流通量规定；或 (iv)《上市规则》第 18 项应用指引无法得到满足，独家保荐人、独家代表和公司可凭全权绝对酌情权调整投资者认购的股份数目的分配，以符合《上市规则》的要求。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、整体协调人及独家保荐人立约并承诺：

- (a) 未经本公司、独家代表及独家保荐人事先书面同意，在自上市日期起（包括上市日期）六（6）个月期间（下文简称「**禁售期**」）的任何时间内，投资者不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券），或同意、订立协议或公开宣布该等交易的意图；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易；或(iv) 同意、订立或公开宣布任何意图，进行上述 (i)、(ii) 和 (iii) 中所述的任何前述交易，在每种情况下，无论上述 (i)、(ii)和(iii)将通过以现金或其他方式交付相关股份或可转换为、可行使或可交换为相关股份的其他证券来结算；及
- (b) 如果在禁售期后的任何时间出售（或通过协议或合同或意向公告处置）任何相关股份，投资者应，并应使其联属人士在拟议出售前尽快书面通知公司、独家保荐人和整体协调人，并将采取商业上合理的行动和尽最大努力确保(i)该等处置符合所有适用法律和所有有管辖权的司法辖区的证券交易所的规则（包括但不限于《公司（清盘及杂项条文）条例》、《公司条例》和《证券法》）；(ii)任何该等处置不会造成股份市场混乱和虚假；以及(iii)未经本公司、独家保荐人和独家代表事先书面同意，不会与直接或间接开展与本公司的业务直接或间接竞争的人士或该等人士的直接或间接控股公司、附属公司、联属人士或联系人（定义见《上市规则》）达成任何该等交易。

- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前十（10）个营业日向本公司、独家保荐人及独家代表提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司和独家代表的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司作出书面承诺（向本公司、独家代表及独家保荐人作出，以本公司、整体协调及独家保荐人为受益人，且条款令本公司、独家代表及独家保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括但不限于本协议第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予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应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、独家代表及独家保荐人作出，以本公司、独家代表及独家保荐人为受益人，且条款令本公司、独家代表及独家保荐人满意），同意（且投资者应承诺促使该等全资附属公司）受本协议项下的投资者义务约束（包括但不限于本协议第 5 条对投资者施加的限制），并作出本协议下相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身须受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是 (i) 并且将来不会成为美国人士；(ii) 不会为任何美国人士或为了任何美国人士的利益购买相关股份；(iii) 目前并且将来位于美国境外；及(iv) 按照 S 规例通过境外交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、独家代表及独家保荐人事先书面同意外，投资者、及其联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、独家代表及独家保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、独家代表及/或独家保荐人的合理请求，投资者将向本公司、独家代表及独

家保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联属人士、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购股份（投资者股份除外）或在香港公开发售中申请股份，除适用法律法规或联交所批准的情形外。

5.5 投资者及其联属人士、联系人、董事、监事、高级职员、员工或代理没有签订而不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括上市规则附录 F1（股本证券的配售指引）、新上市申请人指南第 4.15 章或香港监管机关发布的书面指引）的安排或协议（包括但不限于任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

5.6 投资者将在不获得外部融资的情况下使用内部资源来为其认购投资者股份提供资金。

6. 承认、声明、承诺及保证

6.1 投资者向本公司、独家代表及独家保荐人同意、声明、保证、承诺、确认及承认：

- (a) 本公司、独家代表、独家保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，彼等无需对投资者负责；
- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
- (c) 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和支持文件（包括但不限于其所有权和其他事项）将与本公司、独家保荐人、整体协调人、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 上向独家代表披露；
- (d) [已删除]；
- (e) 投资者股份将由投资者通过、独家代表及/或彼等的联属人士（以国际发售的国际包销商的代表的身份行事）认购；由于投资者未

依赖且无权依赖本公司的法律顾问或独家保荐人、整体协调人和国际发售的包销商的法律顾问出具的任何法律意见或其他意见或本公司、独家保荐人、整体协调人、包销商或其各自的联属人士就全球发售开展或出具的任何尽职调查、调查或其他专业意见，并已获得其认为必要或适当的独立意见，并且，对于购买投资者股份或有关投资者股份的任何交易的任何税务、法律、货币后果或其他后果，本公司、独家保荐人、整体协调人或及彼等各自的联属人士、联系人、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理人及代表不承担任何责任；

- (f) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；
- (g) 投资者不是本公司的联属人士或代表该等联属人士行事的人士；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、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股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (i) 独家代表、独家保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(i)《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由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)《上市规则》第 8.08(1)条；(iii)《上市规则》第 8.08A 条规定的最低自由流通量规定；或(iv)《上市规则》第 18 项应用指引；
- (j) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或独家保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 本公司、整体协调人、独家保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区，发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (m) 若投资者根《证券法》S 规例认购投资者股份，投资者股份将构成于《证券法》第 144 条所指的「受限证券」；

- (n) 其明白及同意，转让投资者股份仅根据 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，并且在每种情况下，应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (o) 其明白，本公司、独家代表或独家保荐人或国际发售的任何国际包销商均未作出关于证券法 S 规例或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (p) 除第 5.2 条规定者外，在投资者股份由投资者全资附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (q) 其已收到（且在日后可能收到）构成证券及期货条例界定的有关本公司、其“联属人士”（定义见美国证券法 D 规例第 501(b)条）或由于其他原因与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：（i）不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理、合伙人及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错不再构成以上所述证券及期货条例界定的非公开信息及/或内幕消息；（ii）应以其最大努力确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及（iii）不得并应确保其（已获根据第 6.1(o)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材

料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；

- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (s) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (t) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就股份作出任何定向销售（定义见 S 规例）；
- (u) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或独家保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、整体协调人或独家保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (v) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或独家保荐人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或独家保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或独家保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (w) 整体协调人、独家保荐人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状

况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

- (x) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (y) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括但不限于税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司、整体协调人、独家保荐人或包销商获得或开展的关于全球发售的任何建议（包括但不限于税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、独家保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理人或代表均无需对于认购或交易投资者股份有关的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果负责；
- (z) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、独家保荐人、包销商、彼等各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人和代表、或参与全球发售的任何其他各方概未作出关于投资者股份将存在公开市场的保证；
- (aa) 若全球发售因任何原因未能完成，本公司、整体协调人、独家保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其/彼等各自的附属公司承担任何责任；
- (bb) 投资者不会就其因本协议预期交易而蒙受或招致的损失及责任，向本公司、独家保荐人、整体协调人及包销商或其各自的高级职员、董事、雇员、职员、附属公司、代理、联属人士、代表或顾问提出任何索偿；
- (cc) 本公司及独家代表拥有更改或调整(i)将根据全球发售发行的股份数目；(ii)将分别根据香港公开发售及国际发售发行的股份数目；

及(iii)进行经联交所和 AIX 批准并符合适用法律的发售股份数量、其他调整或重新分配的绝对酌情权；

- (dd) 投资者已同意，投资总额及相关经纪费及征费的付款应于上市日上午 8 时正（香港时间）或之前或作出；
- (ee) 任何股份交易均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何具有管辖权的证券交易所（包括但不限于联交所和 AIX）的任何其他适用法律规定的股份交易限制；及
- (ff) 就相关股份而言，除遵守本协议中的限制规定外，任何要约、出售、质押或其他转让将不被本公司承认。

6.2 投资者向本公司、整体协调人及独家保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其破产、清算或清盘；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股章程草案和初步发售通函草案等），且该等接收和使用不违反适用于该投资者的所有法律，也不需要在该投资者所在的司法管辖区内进行任何注册或获得任何许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力，而该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准均未被撤销，投资者也不知悉任何可能导致批准失效、被撤销或被搁置的事实或情况。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、独家保荐人及整体协调人；

- (h) 投资者签署及交付本协议、履行本协议、投资者认购投资者股份以及完成本协议预期交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 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、AIX、MIC 及任何其他政府、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、独家保荐人及 / 或整体协调人提供信息（包括但不限于：(i)投资者及最终实益拥有人及 / 或最终负责发出有关认购及购买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）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购及购买详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii)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(iv)投资者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、独家保荐人、独家代表各自及其各自联属人士、董事、监事、高级人员、雇员、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；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人或独家保荐人或包销商的客户，且其已阅读并理解本协议附表 3 所载的《专业投资者待遇通知》（“**专业投资者待遇通知**”），并承认并同意专业投资者待遇通知里关于根据本协议购买投资者股份的内容（包括任何陈述、弃权 and 同意。就本条款而言，专业投

投资者待遇通知中的“我们”是指公司、独家保荐人及其各自的联属人士，“您”是指投资者，“我们的”和“您的”应作相应解释；

- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (m) 若投资者于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及/或联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会构成“关联交易”（定义见上市规则）或导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)具有履行本协议项下所有义务的财务能力；(iv)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；，(v)且不属于上市规则附录 F1（股本证券的配售指引）第 5 段所述任何类别的人士；及(vi)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、独家保荐人和整体协调人；
- (p) 投资者将提供香港中央结算公司的 FINI 系统向联交所及香港中央结算公司所需信息，并确保投资者提供的所有该等信息在所有方面均为真实、完整和准确的，且该等信息将与公司、联交所、证监会及其他监管机构共享，并将被纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；
- (q) 投资者将使用自有资金认购投资者股份，且其尚未获得且并不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (r) 投资者、其实益拥有人及/或联系人并非全球发售的任何整体协调人、独家全球协调人、独家保荐人、账簿管理人、牵头经办人、包销商、牵头经纪人或任何分销商的「关连客户」，且不属于上市规则附录 F1（股本证券的配售指引）所述任何类别的人士。关

连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；

- (s) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (t) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括在本协议签署之日前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人，除非获得联交所的豁免或同意；
- (u) 除先前已书面通知独家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；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）及新上市申请人指南第 4.15 章的条文；
- (x) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司附属公司、本公司任何关连人士、任何整体协调人、任何独家保荐人或全球发售的任何包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无连；
- (y) 投资者或其联属人士、董事、高级职员、雇员或代理一方与本公司、其控股股东或本集团任何成员公司或其各自的联属人士、董事、高级职员、雇员或代理并无已订立或将订立任何不符合上市规则（包括新上市申请人指南第 4.15 章的条文）的协议或安排；
- (z) 除根据本协议外，投资者或其任何联系人均未通过簿记建档已申请或订立或将申请或订立全球发售下任何股份的订单；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；及
- (bb) 除非事先以书面形式向本公司、独家保荐人和独家代表披露，否则投资者、其实益拥有人及 / 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、独家保荐人及独家代表声明及保证，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、独家保荐人及独家代表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。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、独家代表及/或独家保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及代表本公司、独家代表及/或独家保荐人就全球发售可能发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、独家代表及/或独家保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性，并将将该等描述的任何变更立即书面通知本公司、独家保荐人和独家代表，以及提供最新信息和/或证明文件。
- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、独家代表、独家保荐人、包销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人及独家保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人、独家保荐人及全球发售的包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、雇员、员工、联系人、合伙人、顾问、代理及代表）（下文统称「**受弥偿方**」）因投资者或投资者的全资附属公司（如有任何相关股份将由投资者的该全资附属公司持有）或其的高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份和本协议项下预期交易、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有成本、费用、损失或开支，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺：

- (a) 其已根据香港法律妥为注册成立及有效存续；
- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
- (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，享有与其时发行及将于联交所上市的股份同等的权益，并应符合招股章程对股份的描述；
- (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括新上市申请人指南第 4.15 章及香港监管机构不时发出的书面指引）的协议或安排（包括任何单边保证函）；及
- (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2，4.6 或 4.7 条终止；
- (b) 若投资者（或在根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的声明、保证、承诺、确认及承认），本公司、独家代表或独家保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 在不影响第 7.3 条的前提下，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟第 6.5 条载列的弥偿义务及下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。

7.3 尽管有上述规定及为避免疑义，第 6.5 条以及投资者在本协议中提供的弥偿条款在本协议终止后仍然有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、独家代表、独家保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或独家保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的公开文件及本公司、整体协调人及/或独家保荐人就全球发售可能发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会与中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（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提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、独家代表及独家保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、独家代表及独家保荐人确保该等公

开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、独家代表及独家保荐人及彼等各自的顾问提供任何意见或验证文件。投资者在此同意其将审查不时提供给投资者的公开文件草稿中对其的描述，并提出可能需要的修改建议，以使其描述在所有方面均真实、准确且不具误导性。

- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、独家代表或独家保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司和独家保荐人能够遵守有管辖权的监管机构（包括联交所、香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 10.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至

地址：	香港湾仔港湾道 1 号会展广场办公大楼 45 楼 4501 室
电邮：	erica@jiaxinltd.com
传真：	N/A
收件人：	刘文静

若发送至投资者，则发送至：

地址：	香港中环干诺道中 1 号友邦金融中心 12 楼
电邮：	capital-market@cindahk.com
传真：	+852 28042135
收件人：	公云帆

若发送至中金，则发送至：

地址：	香港中环港景街 1 号国际金融中心一期 29 楼
电邮：	IB_PROJECTWHKIPO@cicc.com.cn ECM_PROJECTWHKIPO@cicc.com.cn
传真：	+852 2872 2101
收件人：	Project W deal team

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮

发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的独家保荐人及独家代表各自的义务是独立的（而不是共同的或连带的）。独家保荐人或独家代表对任何其他独家保荐人或独家代表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独家保荐人或独家代表强制执行本协议条款的权利。尽管有上述规定，各独家保荐人及独家代表应在适用法律允许的范围内有权单独或与任何其他独家保荐人或独家代表共同强制执行其在本协议下的任何或所有权利。
- 10.3 有明显错误外，本公司及独家代表为本协议目的就投资者股份数目及发售价以及投资者根据本协议必须支付的金额以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、独家代表及独家保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。
- 10.6 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.7 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.8 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.9 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

- 10.10 在本 10.10 条另有规定的范围内，并非本协议一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拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.10(a)分条所述人士同意。
- 10.11 独家代表及独家保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，独家代表或独家保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为各别但非共同承担责任。
- 10.12 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.13 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.14 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 10.15 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则本公司、独家代表及独家保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

- 10.16 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

11 管辖法律及司法权区

- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。
- 11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索或有关本协议所引发的任何非合同义务的争议（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 副本

- 13.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

14 反贿赂

- 14.1 本公司、投资者各自在此承诺，无论其自身、其董事、监事、高级职员、雇员、合伙人或代理（如适用）在与本协议有关的任何时间及在本协议

的整个过程中及之后，无论在香港或其他地区，均不会作出任何形式的贿赂和贪污行为。公司、投资者各自确认及承认必须遵守防止贿赂的相关法律和法规。公司、投资者不得以任何方式提供、许诺、给予、授权、索取或接受与本协议有关的任何不当的金钱或其他利益（或暗示其将或可能作出任何该等事项）。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

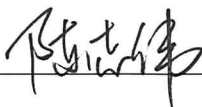
为且代表
佳鑫國際資源投資有限公司



姓名：刘力强
职位：董事长及执行董事

为及代表

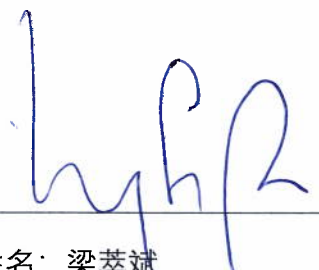
CHINA CINDA (HK) ASSET MANAGEMENT CO., LIMITED


姓名: 陈志伟
职衔: Director

[基石投资协议签名页]

为及代表

中国国际金融香港证券有限公司



姓名：梁萃斌

职衔：副总经理

附表 1

投资者股份

投资者股份数目应等于(1)300,000,000 港元（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 400 股股份）。

根据上市规则第 18 项应用指引第 4.2 段、新上市申请人指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的股份重新分配的影响。倘香港公开发售中的股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，独家保荐人、独家代表及本公司可全权酌情调整投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定，即上市时由公众人士持有的证券中，由持股量最高的 3 名公众股东实际拥有的百分比，不得超过 50%。

本公司及独家代表可全权酌情调整投资者股份数目的分配，以符合上市规则的有关规定，包括但不限于上市规则第 8.08(1)条及第 8.08(3)条的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

投资者	CHINA CINDA (HK) ASSET MANAGEMENT CO., LIMITED
注册成立地点:	香港
公司注册号码/公司注册证书号码 (如适用):	672995
商业登记号码:	30113926
法人机构识别编码:	/
主要活动:	/
最终控股股东:	China Cinda Asset Management Co., Ltd. (中國信達資產管理股份有限公司)
最终控股股东的注册成立地点:	中国
最终控股股东的商业登记号码:	/
最终控股股东的主要活动:	/
股东及持有的权益:	100%
待插入招股章程的投资者描述:	CHINA CINDA (HK) ASSET MANAGEMENT CO., LIMITED (中國信達(香港)資產管理有限公司) (“Cinda”) is a company incorporated in Hong Kong on April 21, 1999. It is wholly owned by CHINA CINDA (HK) HOLDINGS COMPANY LIMITED (中國信達(香港)控股有限公司), a wholly-owned subsidiary of China Cinda Asset Management Co., Ltd. (中國信達資產管理股份有限公司), a company listed on the Stock Exchange (Stock code:01359.HK). 中國信達（香港）資產管理有限公司（「信達」）為一家於1999年4月21日在香港註冊成立的公司。該公司由

中國信達（香港）控股有限公司（聯交所上市公司中國信達資產管理股份有限公司（股份代號：01359.HK）的全資附屬公司）全資擁有。

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

附表 3 专业投资者待遇通知

甲部 – 机构投资者待遇通知

1. 因阁下属于证券及期货条例附表1第一部有关“专业投资者”定义第(a)至(i)段以及其附属法例所述的一类人士，故阁下为专业投资者（“**机构专业投资者**”）。
2. 由于阁下为机构专业投资者，我们自然而然被豁免遵守证券及期货事务监察委员会持牌人或注册人操守准则（“**操守准则**”）项下若干要求，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
 - 2.1 关于客户的信息
 - (i) 建档记录阁下的财务情况、投资经验和投资目标，但不适用于我们提供有关企业融资的意见的情况；
 - (ii) 确保推荐的意见或招揽行为切合阁下的财务情况、投资经验和投资目标；
 - (iii) 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识并对阁下进行分类；
 - 2.2 客户协议
 - (i) 就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；
 - 2.3 给客户的信息
 - (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；
 - (iv) 为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）；
 - 2.4 全权委托账户
 - (i) 在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；以及
 - (ii) 每年一次说明并确认本附表三甲部第2.4(i)段所述的授权。
3. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

乙部 – 法团专业投资者认定通知

1. 因阁下属于《证券及期货（专业投资者）规则》（香港法例第571D章）（“**专业投资者规则**”）第3(a)、(c)及(d)条中所述的一类人士，故阁下为专业投资者（“**法团专业投资者**”）。
以下人士为专业投资者规则第3(a)、(c)及(d)条项下的法团专业投资者：
 - (i) 指任何按一个或多个信托作为受托人被委托管理不少于4,000万港

元（或任何等值外币）总资产的信托法团，以上金额以有关日期当日的总资产为准，或者：

- (A) 以记载于：
 - (I) 该信托法团的；并
 - (II) 在有关日期前16个月内；
拟备的最近期经审计财务报表的总资产为准；
- (B) 以记载于：
 - (I) 该信托或其中任意一个相关信托的；并
 - (II) 在有关日期前16个月内；或
拟备的一份或多份最近期经审计财务报表的总资产为准；或者
- (C) 以参照记载于：
 - (I) 该信托或其中任意一个相关信托的；并
 - (II) 在有关日期前12个月内；
发给该信托法团的一份或多份保管人结单的总资产为准
- (ii) 具备以下条件的任何法团或合伙企业：
 - (A) 拥有不少于800万港元（或任何等值外币）的投资组合，
或
 - (B) 拥有不少于4,000万港元（或任何等值外币）总资产，
以上金额以有关日期当日为准，或是参照：
 - (C) 记载于：
 - (I) 该法团或合伙企业（取其适用者）的；并
 - (II) 在有关日期前16个月内
拟备的最近期经审计财务报表的数额为准；或
 - (D) 参照记载于有关日期前12个月内发给该法团或合伙企业
（取其适用者）的一份或多份保管人结单的数额为准；
以及
- (iii) 在有关日期当日唯一业务是持有投资项目并由以下一名或多名人士全资拥有的法团：
 - (A) 符合第(i)段所述的信托法团；
 - (B) 符合专业投资者规则第3(b)条的单独或联同其有联系者于联
权共有账户拥有上述者的个人；
 - (C) 符合第(ii)段所述的法团；
 - (D) 符合第(ii)段所述的合伙企业。

2. 我们已按照操守准则第15.3A段对阁下进行评估（“**法团专业投资者评估**”），结论为：

- (a) 阁下符合以上第1段对“专业投资者”的定义，并符合法团专业投资者评估的准则，这特指阁下有恰当的企业结构和投资程序及控制，且负责代表阁下作出投资决定的人士具备充分的投资背景，而且，阁下亦知悉本协议项下拟投资的相关产品及/或市场所涉及的风险。

或

- (a) 阁下符合以上第 1 段对“专业投资者”的定义，但不符合法团专业投资者评估的准则。
3. 如第2(a)段适用，阁下同意被视为法团专业投资者，并明白同意被视为法团专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
- 3.1 关于客户的信息
- (i) 建档记录阁下的财务情况、投资经验或投资目标，除非我们提供有关企业融资的意见，则不在此列；
 - (ii) 确保推荐的意见或招购活动切合阁下的财务情况、投资经验和投资目标；
 - (iii) 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识对阁下进行分类；
- 3.2 客户协议
- (i) 就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；
- 3.3 给客户的信息
- (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；
 - (iv) 为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）；
- 3.4 全权委托账户
- (i) 在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；及
 - (ii) 每年一次说明并确认本附表三甲部第2.4(i)段所述的授权。
4. 如适用第2(b)段，阁下同意被视为专业投资者，并明白同意被视为专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
- 4.1 给客户的信息
- (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；及
 - (iv) 为向阁下提供该计划的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）
5. 阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为法团专业投资者。
6. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

两部 – 个人专业投资者认定通知

1. 因阁下属于《证券及期货（专业投资者）规则》（香港法例第 571D章）（“**专业投资者规则**”）第 3(b)条中所述的一类人士，故阁下为专业投资者（“**个人专业投资者**”）。
以下人士为专业投资者规则第3(b)条项下的个人专业投资者：
 - (i) 单独或联同其联系人于某联权共有账户拥有不少于800万港元（或等值外币）的投资组合的个人，以上金额以有关日期当日为准，或者：
 - (A) 以有关日期前12个月内记载于该人的审计师或专业会计师所发出的证明书为准；或
 - (B) 以参照有关日期前12个月内发给该人（单独或联同其联系人）的一份或多份保管人结单予以确定。
2. 阁下同意就所有投资产品及市场被视为个人专业投资者，并明白同意被视为个人专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
 - (i) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (ii) 在替阁下进行交易后尽速确认交易的要目；及
 - (iii) 和为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）。
3. 阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为个人专业投资者。
4. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。
5. 如果我们向阁下招售或推荐任何金融产品，有关的金融产品必须合理地切合阁下的财务情况、投资经验和投资目标。本协议乃至我们可能端请阁下签署的其它文件或作出的声明中，均无其它条文减损本附表三丙部本第5段。

佳鑫国际资源投资有限公司

及

LUYIN TRADING PTE. LTD.

及

中国国际金融香港证券有限公司

基石投资协议

目录

条款	页码
1. 定义和解释	3
2. 投资	8
3. 完成条件	9
4. 完成	11
5. 对投资者的限制	12
6. 承认、声明、承诺及保证	14
7 终止	24
8 公告及机密性	25
9 通知	26
10 一般事项	27
11 管辖法律及司法权区	29
12 豁免权	29
13 法律文书代收人	29
14 副本	30
15 反贿赂	30
附表 1	34
附表 2	35

本协议（下文简称「本协议」）乃于 2025 年 8 月 19 日订立，

订约方：

- (1) 佳鑫国际资源投资有限公司（一家于香港成立的有限责任公司，其注册办公地址位于香港湾仔港湾道 1 号会展广场办公大楼 45 楼 4501 室，下文简称「本公司」）；
- (2) LUYIN TRADING PTE. LTD.（一家在新加坡注册成立的公司，注册办事处位于新加坡安森路 10 号国际大厦，下文简称「投资者」）；及
- (3) 中国国际金融香港证券有限公司（地址：香港中环港景街 1 号国际金融中心一期 29 楼，下文简称「中金」或「独家保荐人」）。

鉴于：

- (A) 本公司已申请通过全球发售（「全球发售」）使其股份（定义见下文）在香港联交所和 AIX（定义分别见下文）上市，全球发售的内容包括：
 - (i) 本公司通过公开发售以供香港公众认购按照招股章程所述数量之股份（按照招股章程所述可予重新分配）（定义见下文）（「香港公开发售」）及
 - (ii) 本公司根据证券法 S 规例在美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的照按招股章程所述数量之股份（取决于招股章程所述可予重新分配及视乎超额配股权行使与否而定）（「国际发售」）。
- (B) 中金担任全球发售的独家保荐人并且就本协议而言，代表全球发售承销商的独家代表（“独家代表”）。
- (C) 中国银河国际证券(香港)有限公司（地址：香港上环干诺道中 111 号永安中心 20 楼，下文简称「中国银河」）（中金及中国银河，下文统称为「整体协调人」或各自称为「整体协调人」。中金及中国银河担任全球发售的整体协调人。
- (D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其序文和附表），除文义另有所指外，以下词词汇和表达应具有以下含义：

「AIX」指阿斯塔纳国际交易所；

「MIC」指哈萨克斯坦工业和建设部，自 2023 年 9 月 1 日起成为哈萨克斯坦矿业主管部门；

「联属人士」指，除非文意另有所指，就任何特定个人或实体而言，直接或间接或通过一或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体。就本定义而言，术语「控制」（包括术语「控制」、「受控于」及「共同受控」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「会财局」指香港会计及财务汇报局；

「投资总额」指发售价乘以根据本协议下投资者购买的投资者股份数量所得的金额；

「批准」具有第 6.2(f)条赋予的含义；

「联系人/紧密联系人」应具有上市规则赋予的含义，「联系人/紧密联系人」应作相应解释；

「经纪费」指根据上市规则主板费用规则第 7.1 条就投资者在本协议项下购买投资者股份按投资总额 1.0%计算的经纪费；

「营业日」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周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及管理之香港中央结算及交收系统；

「完成」指投资者根据本协议的条款及条件完成投资者股份认购或本公司根据本协议的条款及条件完成投资者股份的发行、分配、配售和/或交付（视情况而定）；

「公司条例」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「公司(清盘及杂项条文)条例」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「关连人士/核心关连人士」应具有上市规则赋予的含义；

「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**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**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；

「**处置**」包括，就任何相关股份而言，直接或间接；

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或设置任何产权负担或同意设置任何产权负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份或其任何利益的任何其他证券的任何法定或实益权益或代表接收该等相关股份或其任何权益的权利设立任何性质的第三方权利，或同意或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「**处置**」应作相应解释；

「**FINI**」具有《上市规则》所赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会(包括但不限于香港证监会与中国证监会)、理事会、实体、机关或机构或任何证券交易所(包括但不限于联交所和 AIX)、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家；

「**本集团**」指本公司及其于相关时间的附属公司；

「**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**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**受弥偿方**」具有第 6.5 条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关信息**」具有第 6.2(i)条所给予的涵义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的股份，该等股份数目将根据附表 1 计算，由本公司及独家代表厘定；

「**法律**」指所有相关司法权区的所有法律、成文法、立法、措施、条例以及任何政府机构（包括但不限于联交所、香港证监会及中国证监会）的规则、法规、指引、指南、决定、意见、公告、通知、命令、判决、法令或裁决；

「**征费**」指香港证监会的 0.0027%交易征费（或于上市日期收取的现行交易征费），联交所的 0.00565%交易费（或者于上市日期收取的现行交易征费）以及会财局的 0.00015%交易征费（或者于上市日期收取的现行交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指股份在联交所主板的初始上市日期；

「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引及其他要求，经不时修订、补充或另行修改；

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指股份将根据全球发售中发售或出售的每股港元 10.92 价格（不包括经纪费及征费）；

「**超额配售权**」具有国际发售通函赋予的含义；

「**各方**」指本协议指定的各方，「**一方**」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「初步发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「专业投资者」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「招股章程」指本公司就香港公开发售在香港发布的最终招股章程；

「公开文件」指适用于国际发售的初步发售通函及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「S 规例」指证券法项下的 S 规例（经不时修订、补充或通过其他方式修改）；

「监管机构」具有第 6.2(i)条赋予的含义；

「相关股份」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份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。

「证券法」指美国 1933 年证券法（不时经修订、补充或另行修改）；

「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」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「股份」指本公司股本中的普通股，此类股份将(i)以港元交易，并拟将通过香港发售和国际发售（不包括 AIX 发售）在香港联交所上市；以及(ii)以人民币交易，并拟将通过 AIX 发售在 AIX 上市；

「联交所」指香港联合交易所有限公司；

「附属公司」具有公司条例赋予的含义；

「美国」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「美元」指美国的法定货币；及

「美国人」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对「**条款**」、「**子条款**」或「**附表**」的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例、法规、法规或规则条文的提述应包括：
 - (i) 对该等法例、法规、法规或规则条文不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法规、法规或规则条文重新颁布的先前已作废法例、法规、法规或规则条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法规条文制定的任何附属立法的提述；
- (g) 凡提及「**法规**」的，包括任何政府、政府间或国际机构、机关、部门或任何监管、自我监管或其他机关或组织颁布的任何法规、规章、官方指令、规定或指南（是否具法律效力在所不论）；
- (h) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (i) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (j) 对「**包括**」的提述应解释为包括但不限于；及
- (k) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

- 2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(e)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公

司、独家代表及独家保荐人共同予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 投资者将在国际发售下并作为国际发售的一部分按发售价认购，本公司将按发售价发行、配发及配售且独家代表将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份，通过独家代表及/或彼等的联属人士（作为国际发售相关部分的国际包销商的代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征费。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司、独家代表及独家保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、独家代表及独家保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者 (i)无条件及不可撤销地向本公司、独家代表及独家保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契约；及(ii)共同及个别承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、独家代表或独家保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、独家代表或独家保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 投资者股份的数目载于附表 1。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及独家代表根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(f)条所载的条件不可豁免，第 3.1(f)条所载的条件仅可由本公司、独家代表及独家保荐人共同予以豁免）方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) [已删除]；
- (c) 香港包销协议和国际包销协议均未终止；
- (d) 联交所和 AIX 上市委员会已授予股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于股份在联交所和 AIX（视情况而定）交易前撤销；
- (e) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（于本协议签署日和上市日、完成日在所有方面均准确、真实及不具误导性或欺骗性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、独家代表及独家保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、独家代表及独家保荐人共同予以豁免），投资者认购投资者股份的义务以及本公司及独家代表发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快在商业上可行的情况下免息退还投资者，本协议将终止及不再生效，而本公司、独家代表及/或独家保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不被延迟或终止，若全球发售因任何原因延迟或终止或不再进行或未能于所述的日期及时间完成或根本无法完成，，本公司、独家代表及独家保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因被延迟或终止、不再继续进行或未能在规定的日期及时间完成或根本无法完成的理由，提起针对本公司、独家代表及/或独家保荐人或其各自的联属人士，其各自的联属人士的高级职员、董事、监事、员工、成员、联系人、合伙人、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过独家代表（及/或彼等的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及独家代表厘定的时间及方式，于国际发售完成之时予以认购。
- 4.2 投资者应于上市日前一个营业日下午 5 时 30 分正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至独家代表在上市日前提前至少一（1）个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征费。
- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于二（2）个营业日由投资者通知独家代表指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 在无损第 4.3 条规定的前提下，投资者股份的交割亦可以本公司、独家代表、独家保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的三（3）个营业日。
- 4.5 若投资总额及相关经纪费和征费（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、独家代表及独家保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、独家代表及独家保荐人的所有义务及责任将终止（但无损本公司、独家代表及独家保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条或本协议的任何条款全额支付投资总额及经纪费和征费或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.6 如本公司、独家代表及独家保荐人因超出本公司、独家代表或独家保荐人（视情况而定）控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病或疾病升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、SARS、H5N1、MERS、埃博拉病毒和新冠病毒）、爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行

为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任并有权中止本协议。

- 4.7 如(i)上市规则第 8.08(3)条规定的上市时由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；(ii)《上市规则》第 8.08(1)条规定的由公众人士持有的要求；(iii)《上市规则》第 8.08A 条规定的最低自由流通量规定；或 (iv)《上市规则》第 18 项应用指引无法得到满足，独家保荐人、独家代表和公司可凭全权绝对酌情权调整投资者认购的股份数目的分配，以符合《上市规则》的要求。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、独家代表及独家保荐人同意、立约并承诺：

- (a) 未经本公司、独家代表及独家保荐人书面同意，在自上市日期起（包括上市日期）六（6）个月期间（下文简称「**禁售期**」）的任何时间内，投资者不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券），或同意、订立协议或公开宣布该等交易的意图；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易；或(iv) 同意、订立或公开宣布任何意图，进行上述 (i)、(ii) 和 (iii) 中所述的任何前述交易，在每种情况下，无论上述 (i)、(ii)和(iii)将通过以现金或其他方式交付相关股份或可转换为、可行使或可交换为相关股份的其他证券来结算；及
- (b) 如果在禁售期后的任何时间出售（或通过协议或合同或意向公告处置）任何相关股份，投资者应，并应使其联属人士在拟议出售前尽快书面通知公司、独家保荐人和独家代表，并将采取商业上合理的行动和尽最大努力确保(i)该等处置符合所有适用法律和所有有管辖权的司法辖区的证券交易所的规则（包括但不限于《上市规则》、《公司（清盘及杂项条文）条例》、《公司条例》和《证券法》）；(ii)任何该等处置不会造成股份市场混乱和虚假；以及(iii)未经本公司、独家保荐人和独家代表事先书面同意，不会与直接或间接开展与本公司的业务直接或间接竞争的人士或该等人士的直接或间接控股公司、附属公司、联属人士或联系人（定义见《上市规则》）达成任何该等交易。

- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前十（10）个营业日向本公司、独家保荐人及独家代表提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司和独家代表的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司作出书面承诺（向本公司、独家代表及独家保荐人作出，以本公司、独家代表及独家保荐人为受益人，且条款令本公司、整体协调人及独家保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括但不限于本协议第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予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应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、独家代表及独家保荐人作出，以本公司、独家代表及独家保荐人为受益人，且条款令本公司、独家代表及独家保荐人满意），同意（且投资者应承诺促使该等全资附属公司）受本协议项下的投资者义务约束（包括但不限于本协议第 5 条对投资者施加的限制），并作出本协议下相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身须受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是 (i) 并且将来不会成为美国人士；(ii) 不会为任何美国人士或为了任何美国人士的利益购买相关股份；(iii) 目前并且将来位于美国境外；及(iv) 按照 S 规例通过境外交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、独家代表及独家保荐人事先书面同意外，投资者、及其/彼等各自联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、独家代表及独家保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、独家代表及/或独家保荐人的合理请求，投资者将向本公司、独家代表及独

家保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其的控股股东、联属人士、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购股份（投资者股份除外）或在香港公开发售中申请股份，除适用法律法规或联交所批准的情形外。

- 5.5 投资者、及其联属人士、联系人、董事、监事、高级职员、员工或代理没有签订而不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括上市规则附录 F1（股本证券的配售指引）、新上市申请人指南第 4.15 章或香港监管机关发布的书面指引）的安排或协议（包括但不限于任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、独家代表及独家保荐人同意、声明、保证、承诺、确认及承认：

- (a) 本公司、独家代表、独家保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，彼等无需对投资者负责；
- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
- (c) 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和支持文件（包括但不限于其所有权和其他事项）将与本公司、独家保荐人、整体协调人、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 上向独家代表披露；
- (d) [已删除]；
- (e) 投资者股份将由投资者通过、独家代表及/或彼等的联属人士（以国际发售的国际包销商的代表的身份行事）认购；由于投资者未依赖且无权依赖本公司的法律顾问或独家保荐人、整体协调人和国际发售的包销商的法律顾问出具的任何法律意见或其他意见或本公司、独家保荐人、整体协调人、包销商或其各自的联属人士

就全球发售开展或出具的任何尽职调查、调查或其他专业意见，并已获得其认为必要或适当的独立意见，并且，对于购买投资者股份或有关投资者股份的任何交易的任何税务、法律、货币后果或其他后果，本公司、独家保荐人、整体协调人或及彼等各自的联属人士、联系人、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理人及代表不承担任何责任；

- (f) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；
- (g) 投资者不是本公司的联属人士或代表该等联属人士行事的人士；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、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股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (i) 独家代表、独家保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(i)《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由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)《上市规则》第 8.08(1)条；(iii)《上市规则》第 8.08A 条规定的最低自由流通量规定；或(iv)《上市规则》第 18 项应用指引；
- (j) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或独家保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 本公司、整体协调人、独家保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区，发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (m) 若投资者或投资者附属公司（如适用）根据《证券法》S 规例认购投资者股份，投资者股份将构成于《证券法》第 144 条所指的「受限证券」；
- (n) 其明白及同意，转让投资者股份仅可根据 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，并且在每种

情况下，应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；

- (o) 其明白，本公司、独家代表或独家保荐人或国际发售的任何国际包销商均未作出关于证券法 S 规例或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (p) 除第 5.2 条规定者外，在投资者股份由投资者全资附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (q) 其已收到（且在日后可能收到）构成证券及期货条例界定的有关本公司、其“联属人士”（定义见美国证券法 D 规例第 501(b)条）或由于其他原因与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
 - (i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理、合伙人及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者、或任何获授权接受者的过错不再构成以上所述证券及期货条例界定的非公开信息及/或内幕消息；
 - (ii) 应以其最大努力确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及
 - (iii) 不得并应确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
 - (i) 招股章程草案、初步发售通函草案以及其他已向投资者、及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者、及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；

- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者、及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (s) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (t) 投资者或其附属人士或代表其或彼等行事的任何人士均未亦不会就股份作出任何定向销售（定义见 S 规例）；
- (u) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或独家保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、整体协调人或独家保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (v) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或独家保荐人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或独家保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或独家保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (w) 整体协调人、独家保荐人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高

级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

- (x) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (y) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括但不限于税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司、整体协调人、独家保荐人或包销商获得或开展的关于全球发售的任何建议（包括但不限于税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、独家保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理人或代表均无需对于认购或交易投资者股份有关的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果负责；
- (z) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、独家保荐人、包销商、彼等各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人和代表、或参与全球发售的任何其他各方概未作出关于投资者股份将存在公开市场的保证；
- (aa) 若全球发售因任何原因未能完成，本公司、整体协调人、独家保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其/彼等各自的附属公司承担任何责任；
- (bb) 投资者不会就其因本协议预期交易而蒙受或招致的损失及责任，向本公司、独家保荐人、整体协调人及包销商或其各自的高级职员、董事、雇员、职员、附属公司、代理、联属人士、代表或顾问提出任何索偿；
- (cc) 本公司及独家代表拥有更改或调整(i)将根据全球发售发行的股份数目；(ii)将分别根据香港公开发售及国际发售发行的股份数目；及(iii)进行经联交所和 AIX 批准并符合适用法律的发售股份数量的其他调整或重新分配的绝对酌情权；

- (dd) 投资者已同意，投资总额及相关经纪费及征费的付款应于上市日上午 8 时正（香港时间）或之前或作出；
- (ee) 任何股份交易均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何具有管辖权的证券交易所（包括但不限于联交所和 AIX）的任何其他适用法律规定的股份交易限制；及
- (ff) 就相关股份而言，除遵守本协议中的限制规定外，任何要约、出售、质押或其他转让将不被本公司承认

6.2 投资者向本公司、整体协调人及独家保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其破产、清算或清盘；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股章程草案和初步发售通函草案等），且该等接收和使用不违反适用于该投资者的所有法律，也不需要在该投资者所在的司法管辖区内进行任何注册或获得任何许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力，而该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准均未被撤销，投资者也不知悉任何可能导致批准失效、被撤销或被搁置的事实或情况。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、独家保荐人及整体协调人；

- (h) 投资者签署及交付本协议履行本协议、投资者认购投资者股份以及完成本协议预期交易不得抵触或导致投资者违反(i)投资者的组织大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 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、AIX、MIC 及任何其他政府、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、独家保荐人及 / 或整体协调人提供信息（包括但不限于：(i)投资者及最终实益拥有人及 / 或最终负责发出有关认购及购买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）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购及购买详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii)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(iv)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、独家保荐人、独家代表各自及其各自联属人士、董事、监事、高级人员、雇员、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；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人或独家保荐人或包销商的客户，且其已阅读并理解本协议附表 3 所载的《专业投资者待遇通知》（“**专业投资者待遇通知**”），并承认并同意专业投资者待遇通知里关于根据本协议购买投资者股份的内容（包括任何陈述、弃权 and 同意。就本条款而言，专业投资者待遇通知中的“我们”是指公司、独家保荐人及其各自的联属人士，“您”是指投资者，“我们的”和“您的”应作相应解释；

- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (m) 若投资者于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及/或联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会构成“关联交易”（定义见上市规则）或导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)具有履行本协议项下所有义务的财务能力；(iv)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；，(v)且不属于上市规则附录 F1（股本证券的配售指引）第 5 段所述任何类别的人士；及(vi)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、独家保荐人和整体协调人；
- (p) 投资者将提供香港中央结算公司的 FINI 系统向联交所及香港中央结算公司所需信息，并确保投资者提供的所有该等信息在所有方面均为真实、完整和准确的，且该等信息将与公司、联交所、证监会及其他监管机构共享，并将被纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；
- (q) 投资者将使用自有资金认购投资者股份，且其尚未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (r) 投资者、其实益拥有人及/或联系人并非全球发售的任何整体协调人、独家全球协调人、独家保荐人、账簿管理人、牵头经办人、包销商、牵头经纪人或任何分销商的「关连客户」，且不属于上市规则附录 F1（股本证券的配售指引）所述任何类别的人士。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；

- (s) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (t) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括在本协议签署之日前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人，除非获得联交所的豁免或同意；
- (u) 除先前已书面通知独家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；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）及新上市申请人指南第 4.15 章的条文；
- (x) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司附属公司、本公司任何关连人士、任何整体协调人、任何独家保荐人或全球发售的任何包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (y) 投资者或其联属人士、董事、高级职员、雇员或代理一方与本公司、其控股股东或本集团任何成员公司或其各自的联属人士、董事、高级职员、雇员或代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括新上市申请人指南第 4.15 章的条文）的附函；
- (z) 除根据本协议外，投资者或其任何联系人均未通过簿记建档已申请或订立或将申请或订立全球发售下任何股份的订单；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (bb) 除非事先以书面形式向本公司、独家保荐人和独家代表披露，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 各名投资者向本公司、独家保荐人及独家代表声明及保证，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、

独家保荐人及独家代表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。在无损害第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、独家代表及/或独家保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及代表本公司、独家代表及/或独家保荐人就全球发售可能发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、独家代表及/或独家保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性，并将将该等描述的任何变更立即书面通知本公司、独家保荐人和独家代表，以及提供最新信息和/或证明文件。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、独家代表、独家保荐人、包销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人及独家保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人、独家保荐人及全球发售的包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、雇员、员工、联系人、合伙人、顾问、代理及代表）（下文统称「**受弥偿方**」）因投资者或投资者的全资附属公司（如有任何相关股份将由投资者的该全资附属公司持有）或其/彼等各自的高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份和本协议项下预期交易、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有成本、费用、损失或开支，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺：

- (a) 其已根据香港法律妥为注册成立及有效存续；
- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
- (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，享有与其时发行及将于联交所上市的股份同等的权益，并应符合招股章程对股份的描述；
- (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其/彼等各自的联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括新上市申请人指南第 4.15 章及香港监管机构不时发出的书面指引）的协议或安排（包括任何单边保证函）；及
- (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2，4.6 或 4.7 条终止；
- (b) 若投资者（或在根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）、在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的声明、保证、承诺、确认及承认），本公司、独家代表或独家保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 在不影响第 7.3 条的前提下，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟第 6.5 条载列的弥偿义务及下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟

应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。

- 7.3 尽管有上述规定及为避免疑义，第 6.5 条以及投资者在本协议中提供的弥偿条款在本协议终止后仍然有效。

8 公告及机密性

- 8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、独家代表、独家保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或独家保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的公开文件及本公司、整体协调人及/或独家保荐人就全球发售可能发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会与中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（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提交香港公司注册处登记及提供本协议作为展示文件）。

- 8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、独家代表及独家保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

- 8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、独家代表及独家保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、独家代表及独家保荐人及彼等各自的顾问提供任何意见或验证文件。投资者在此同

意其将审查不时提供给投资者的公开文件草稿中对其的描述，并提出可能需要的修改建议，以使其描述在所有方面均真实、准确且不具误导性。

- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、独家代表或独家保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司和独家保荐人能够遵守有管辖权的监管机构（包括联交所、香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 10.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至

地址：	香港湾仔港湾道 1 号会展广场办公大楼 45 楼 4501 室
电邮：	erica@jiaxinltd.com
传真：	N/A
收件人：	刘文静

若发送至投资者，则发送至：

地址：	山东省烟台市招远市温泉路 118 号招金大厦
电邮：	318008979@qq.com
传真：	N/A
收件人：	徐畅

若发送至中金，则发送至：

地址：	香港中环港景街 1 号国际金融中心一期 29 楼
电邮：	IB_PROJECTWHKIPO@cicc.com.cn ECM_PROJECTWHKIPO@cicc.com.cn
传真：	+852 2872 2101
收件人：	W 项目 Deal Team

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空

邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的独家保荐人及独家代表各自的义务是独立的（而不是共同的或连带的）。独家保荐人或独家代表对任何其他独家保荐人或独家代表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独家保荐人或独家代表强制执行本协议条款的权利。尽管有上述规定，各独家保荐人及独家代表应在适用法律允许的范围内有权单独或与任何其他独家保荐人或独家代表共同强制执行其在本协议下的任何或所有权利。
- 10.3 有明显错误外，本公司及独家代表为本协议目的就投资者股份数目及发售价以及投资者根据本协议第 4.2 条必须支付的金额以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、独家代表及独家保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。
- 10.6 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.7 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.8 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.9 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

- 10.10 在本 10.10 条另有规定的范围内，并非本协议一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拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.10(a)分条所述人士同意。
- 10.11 独家代表及独家保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，独家代表或独家保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为各别但非共同承担责任。
- 10.12 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.13 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.14 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 10.15 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则本公司、独家代表及独家保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

- 10.16 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

11 管辖法律及司法权区

- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。
- 11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索或有关本协议所引发的任何非合同义务的争议（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 法律文书代收人

- 13.1 投资者不可撤销地委任其法律文书代收人（地址为香港上环皇后大道中183号中远大厦48楼4802室）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。
- 13.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、独家代表及独家保荐

人接受的替代法律文书代收人，并在 30 天内向本公司、独家代表及独家保荐人交付关于新法律文书代收人接受委任的文件副本。

14 副本

- 14.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

15 反贿赂

- 15.1 本公司、投资者各自在此承诺，无论其自身、其董事、监事、高级职员、雇员、合伙人或代理（如适用）在与本协议有关的任何时间及在本协议的整个过程中及之后，无论在香港或其他地区，均不会作出任何形式的贿赂和贪污行为。公司、投资者各自确认及承认必须遵守防止贿赂的相关法律和法规。公司、投资者不得以任何方式提供、许诺、给予、授权、索取或接受与本协议有关的任何不当的金钱或其他利益（或暗示其将或可能作出任何该等事项）。

兹见证， 各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为且代表
佳鑫國際資源投資有限公司



姓名：刘力强
职位：董事长及执行董事

为及代表

LUYIN TRADING PTE. LTD.

新加坡鲁银贸易有限公司

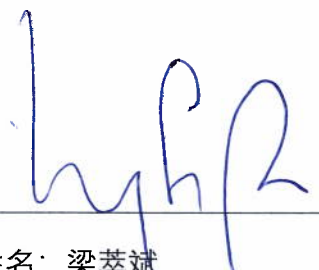


姓名：冷启龙

职衔：总经理

为及代表

中国国际金融香港证券有限公司



姓名：梁萃斌

职衔：副总经理

附表 1

投资者股份

投资者股份数目应等于 100,000,000 港元（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 400 股股份）。

根据上市规则第 18 项应用指引第 4.2 段、新上市申请人指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的股份重新分配的影响。倘香港公开发售中的股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，独家保荐人、独家代表及本公司可全权酌情调整投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定，即上市时由公众人士持有的证券中，由持股量最高的 3 名公众股东实际拥有的百分比，不得超过 50%。

本公司及独家代表可全权酌情调整投资者股份数目的分配，以符合上市规则的有关规定，包括但不限于上市规则第 8.08(1)条及第 8.08(3)条的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

投资者	LUYIN TRADING PTE. LTD. (中文名称: 新加坡鲁银贸易有限公司)
注册成立地点:	新加坡
公司注册号码/公司注册证书号码 (如适用):	200400397G
商业登记号码:	N/A
法人机构识别编码:	N/A
主要活动:	从事黄金、白银、铂金及相关产品的购销、加工业务, 及货物和技术的进出口业大宗商品贸易等业务。
最终控股股东:	LUYIN TRADING PTE. LTD 为山东招金集团有限公司 (以下简称“招金集团”) 全资子公司, 招金集团是国有全资企业, 股权结构为: 招远市国有资产监督管理局持股 90%, 山东省财欣资产运营有限公司持股 10%。因此最终控股股东为招远市国有资产监督管理局。
最终控股股东的注册成立地点:	山东省烟台市招远市
最终控股股东的商业登记号码:	不适用
最终控股股东的主要活动:	政府机构
股东及持有的权益:	山东招金集团有限公司全资持有
待插入招股章程的投资者描述:	LUYIN TRADING PTE. LTD. (新加坡鲁银贸易有限公司) (“Luyin”) is a company incorporated in Singapore on January 10, 2004. It is principally engaged in the purchase, sale, and processing of gold, silver, platinum and related products, as well as the import and export of goods and technologies and bulk commodity trading. Luyin is a wholly-

owned subsidiary of Shandong Zhaojin Group Company Limited, a state-owned enterprise ultimately owned 90% by the State-owned Assets Supervision and Administration Bureau of Zhaoyuan City. Luyin has years of experience in securities investment, and has a broad investment focus with particular emphasis on the mining and non-ferrous metals sectors.

新加坡魯銀貿易有限公司（「魯銀」）為一家於2004年1月10日在新加坡註冊成立的公司，主要從事黃金、白銀、鉑金及相關產品的購銷及加工，以及貨物與技術的進出口及大宗商品貿易。魯銀為國有企業山東招金集團有限公司的全資附屬公司，而山東招金集團有限公司的90%股權由招遠市國有資產監督管理局最終擁有。魯銀在證券投資方面擁有多年經驗，投資領域廣泛，以礦業及有色金屬行業為主戰場。

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 N/A ¹
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¹ 包括所有相关的投资者类别：(i) 发行人的现任或前任员工；(ii) 发行人的顾客或客户；(iii) 发行人的供应商；(iv) 独立定价投资者（按上市规则第18C章所界定）；(v) 酌情管理的投资组合（按上市规则附录F所界定）；(vi) 酌情信托；(vii) 中国政府机构（按上市规则附录6所界定）；(viii) 关连客户（按上市规则附录F所界定）；(ix) 现有股东、董事或紧密联系人（按上市规则第1章所界定）；(x) 保荐人或紧密联系人；(xi) 包销商及 / 或分销商或其紧密联系人；或(xii) 非香港证监会认可基金。

附表 3 专业投资者待遇通知

甲部 – 机构投资者待遇通知

1. 因阁下属于证券及期货条例附表1第一部有关“专业投资者”定义第(a)至(i)段以及其附属法例所述的一类人士，故阁下为专业投资者（“**机构专业投资者**”）。
2. 由于阁下为机构专业投资者，我们自然而然被豁免遵守证券及期货事务监察委员会持牌人或注册人操守准则（“**操守准则**”）项下若干要求，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
 - 2.1 关于客户的信息
 - (i) 建档记录阁下的财务情况、投资经验和投资目标，但不适用于我们提供有关企业融资的意见的情况；
 - (ii) 确保推荐的意见或招揽行为切合阁下的财务情况、投资经验和投资目标；
 - (iii) 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识并对阁下进行分类；
 - 2.2 客户协议
 - (i) 就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；
 - 2.3 给客户的信息
 - (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；
 - (iv) 为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）；
 - 2.4 全权委托账户
 - (i) 在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；以及
 - (ii) 每年一次说明并确认本附表三甲部第2.4(i)段所述的授权。
3. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

乙部 – 法团专业投资者认定通知

1. 因阁下属于《证券及期货（专业投资者）规则》（香港法例第571D章）（“**专业投资者规则**”）第3(a)、(c)及(d)条中所述的一类人士，故阁下为专业投资者（“**法团专业投资者**”）。
以下人士为专业投资者规则第3(a)、(c)及(d)条项下的法团专业投资者：
 - (i) 指任何按一个或多个信托作为受托人被委托管理不少于4,000万港

元（或任何等值外币）总资产的信托法团，以上金额以有关日期当日的总资产为准，或者：

- (A) 以记载于：
 - (I) 该信托法团的；并
 - (II) 在有关日期前16个月内；
拟备的最近期经审计财务报表的总资产为准；
- (B) 以记载于：
 - (I) 该信托或其中任意一个相关信托的；并
 - (II) 在有关日期前16个月内；或
拟备的一份或多份最近期经审计财务报表的总资产为准；或者
- (C) 以参照记载于：
 - (I) 该信托或其中任意一个相关信托的；并
 - (II) 在有关日期前12个月内；
发给该信托法团的一份或多份保管人结单的总资产为准
- (ii) 具备以下条件的任何法团或合伙企业：
 - (A) 拥有不少于800万港元（或任何等值外币）的投资组合，
或
 - (B) 拥有不少于4,000万港元（或任何等值外币）总资产，
以上金额以有关日期当日为准，或是参照：
 - (C) 记载于：
 - (I) 该法团或合伙企业（取其适用者）的；并
 - (II) 在有关日期前16个月内
拟备的最近期经审计财务报表的数额为准；或
 - (D) 参照记载于有关日期前12个月内发给该法团或合伙企业
（取其适用者）的一份或多份保管人结单的数额为准；
以及
- (iii) 在有关日期当日唯一业务是持有投资项目并由以下一名或多名人士全资拥有的法团：
 - (A) 符合第(i)段所述的信托法团；
 - (B) 符合专业投资者规则第3(b)条的单独或联同其有联系者于联
权共有账户拥有上述者的个人；
 - (C) 符合第(ii)段所述的法团；
 - (D) 符合第(ii)段所述的合伙企业。

2. 我们已按照操守准则第15.3A段对阁下进行评估（“**法团专业投资者评估**”），结论为：

- (a) 阁下符合以上第1段对“专业投资者”的定义，并符合法团专业投资者评估的准则，这特指阁下有恰当的企业结构和投资程序及控制，且负责代表阁下作出投资决定的人士具备充分的投资背景，而且，阁下亦知悉本协议项下拟投资的相关产品及/或市场所涉及的风险。

或

- (a) 阁下符合以上第 1 段对“专业投资者”的定义，但不符合法团专业投资者评估的准则。
3. 如第2(a)段适用，阁下同意被视为法团专业投资者，并明白同意被视为法团专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
- 3.1 关于客户的信息
- (i) 建档记录阁下的财务情况、投资经验或投资目标，除非我们提供有关企业融资的意见，则不在此列；
 - (ii) 确保推荐的意见或招购活动切合阁下的财务情况、投资经验和投资目标；
 - (iii) 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识对阁下进行分类；
- 3.2 客户协议
- (i) 就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；
- 3.3 给客户的信息
- (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；
 - (iv) 为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）；
- 3.4 全权委托账户
- (i) 在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；及
 - (ii) 每年一次说明并确认本附表三甲部第2.4(i)段所述的授权。
4. 如适用第2(b)段，阁下同意被视为专业投资者，并明白同意被视为专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
- 4.1 给客户的信息
- (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；及
 - (iv) 为向阁下提供该计划的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）
5. 阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为法团专业投资者。
6. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

两部 – 个人专业投资者认定通知

1. 因阁下属于《证券及期货（专业投资者）规则》（香港法例第 571D章）（“**专业投资者规则**”）第 3(b)条中所述的一类人士，故阁下为专业投资者（“**个人专业投资者**”）。
以下人士为专业投资者规则第3(b)条项下的个人专业投资者：
 - (i) 单独或联同其联系人于某联权共有账户拥有不少于800万港元（或等值外币）的投资组合的个人，以上金额以有关日期当日为准，或者：
 - (A) 以有关日期前12个月内记载于该人的审计师或专业会计师所发出的证明书为准；或
 - (B) 以参照有关日期前12个月内发给该人（单独或联同其联系人）的一份或多份保管人结单予以确定。
2. 阁下同意就所有投资产品及市场被视为个人专业投资者，并明白同意被视为个人专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
 - (i) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (ii) 在替阁下进行交易后尽速确认交易的要目；及
 - (iii) 和为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）。
3. 阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为个人专业投资者。
4. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。
5. 如果我们向阁下招售或推荐任何金融产品，有关的金融产品必须合理地切合阁下的财务情况、投资经验和投资目标。本协议乃至我们可能端请阁下签署的其它文件或作出的声明中，均无其它条文减损本附表三丙部本第5段。

佳鑫国际资源投资有限公司

及

广发基金管理有限公司

及

中国国际金融香港证券有限公司

基石投资协议

目录

条款	页码
1. 定义和解释	3
2. 投资	8
3. 完成条件	9
4. 完成	10
5. 对投资者的限制	12
6. 承认、声明、承诺及保证	14
7 终止	24
8 公告及机密性	25
9 通知	26
10 一般事项	27
11 管辖法律及司法权区	29
12 豁免权	29
13 法律文书代收人	29
14 副本	30
附表 1 投资者股份	35
附表 2 投资者详情	36
附表 3 专业投资者待遇通知	39

本协议（下文简称「**本协议**」）乃于2025年8月19日订立，

订约方：

- (1) **佳鑫国际资源投资有限公司**（一家于香港成立的有限责任公司，其注册办公地址位于香港湾仔港湾道1号会展广场办公大楼45楼4501室，下文简称「**本公司**」）；
- (2) **广发基金管理有限公司**（一家在中华人民共和国注册成立的公司，注册办事处位于广东省珠海市横琴新区环岛东路3018号2608室，下文简称「**投资者**」）；
- (3) **中国国际金融香港证券有限公司**（地址：香港中环港景街1号国际金融中心一期29楼，下文简称「**中金**」或「**独家保荐人**」）。

鉴于：

- (A) 本公司已申请通过全球发售（「**全球发售**」）使其股份（定义见下文）在联交所和 AIX（定义分别见下文）上市，全球发售的内容包括：
 - (i) 本公司通过公开发售以供香港公众认购按照招股章程所述数量之股份（按照招股章程所述可予重新分配）（定义见下文）（「**香港公开发售**」）及
 - (ii) 本公司根据证券法 S 规例在美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的照按招股章程所述数量之股份（取决于招股章程所述可予重新分配及视乎超额配股权行使与否而定）（「**国际发售**」）。
- (B) 中金担任全球发售的独家保荐人并且就本协议而言，代表全球发售承销商的独家代表（「**独家代表**」）。
- (C) **中国银河国际证券(香港)有限公司**（地址：香港上环干诺道中111号永安中心20楼，下文简称「**中国银河**」）（中金及中国银河，下文统称为「**整体协调人**」或各自称为「**整体协调人**」。中金及中国银河担任全球发售的整体协调人。
- (D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其序文和附表），除文义另有所指外，以下词词汇和表达应具有以下含义：

「**AIX**」指阿斯塔纳国际交易所；

「**MIC**」指哈萨克斯坦工业和建设部，自 2023 年 9 月 1 日起成为哈萨克斯坦矿业主管部门；

「**联属人士**」指，除非文意另有所指，就任何特定个人或实体而言，直接或间接或通过一或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以根据本协议下投资者购买的投资者股份数量所得的金额；

「**批准**」具有第 6.2(f)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据上市规则主板费用规则就投资者在本协议项下购买投资者股份按投资总额 1.0%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周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及管理之香港中央结算及交收系统；

「**完成**」指投资者根据本协议的条款及条件完成投资者股份认购或本公司根据本协议的条款及条件完成投资者股份的发行、分配、配售和/或交付（视情况而定）；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**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**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**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；

「**处置**」包括，就任何相关股份而言，直接或间接；

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或设置任何产权负担或同意设置任何产权负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份或其任何利益的任何其他证券的任何法定或实益权益或代表接收该等相关股份或其任何权益的权利设立任何性质的第三方权利，或同意或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「**处置**」应作相应解释；

「**FINI**」具有《上市规则》所赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会(包括但不限于香港证监会与中国证监会)、理事会、实体、机关或机构或任何证券交易所(包括但不限于联交所和 AIX)、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家；

「**本集团**」指本公司及其于相关时间的附属公司；

「**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**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**受弥偿方**」具有第 6.5 条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关信息**」具有第 6.2(i)条所给予的涵义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的股份，该等股份数目将根据附表 1 计算，由本公司及独家代表厘定；

「**法律**」指所有相关司法权区的所有法律、成文法、立法、措施、条例以及任何政府机构（包括但不限于联交所、香港证监会及中国证监会）的规则、法规、指引、指南、决定、意见、公告、通知、命令、判决、法令或裁决；

「**征费**」指香港证监会的 0.0027%交易征费（或于上市日期收取的现行交易征费），联交所的 0.00565%交易费（或者于上市日期收取的现行交易征费）以及会财局的 0.00015%交易征费（或者于上市日期收取的现行交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指股份在联交所主板的初始上市日期；

「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引及其他要求，经不时修订、补充或另行修改；

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指股份将根据全球发售发售或出售的每股 10.92 港元价格（不包括经纪费及征费）；

「**超额配售权**」具有国际发售通函赋予的含义；

「**各方**」指本协议指定的各方，「**一方**」指任一协议方（依文意而定）；

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**S 规例**」指证券法项下的 S 规例（经不时修订、补充或通过其他方式修改）；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**相关股份**」指投资者或相关中国政府机构批准的相关合格境内机构（视情况而定）根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份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。

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）；

「**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**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**股份**」指本公司股本中的普通股，此类股份将(i)以港元交易，并拟将通过香港发售和国际发售（不包括 AIX 发售）在香港联交所上市；以及(ii)以人民币交易，并拟将通过 AIX 发售在 AIX 上市；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人**」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对「**条款**」、「**子条款**」或「**附表**」的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例、法规、法规或规则条文的提述应包括：
 - (i) 对该等法例、法规、法规或规则条文不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法规、法规或规则条文重新颁布的先前已作废法例、法规、法规或规则条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法规条文制定的任何附属立法的提述；
- (g) 凡提及「**法规**」的，包括任何政府、政府间或国际机构、机关、部门或任何监管、自我监管或其他机关或组织颁布的任何法规、规章、官方指令、规定或指南（是否具法律效力在所不论）；
- (h) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (i) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (j) 对「**包括**」的提述应解释为包括但不限于；及
- (k) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

- 2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公

司、独家代表及独家保荐人共同予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 投资者将在国际发售下并作为国际发售的一部分按发售价认购，本公司将按发售价发行、配发及配售且独家代表将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份，于完成日通过独家代表及/或彼等的联属人士（作为国际发售相关部分的国际包销商的代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征费。

2.2 投资者股份的数目载于附表 1。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及独家代表根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不可豁免，第 3.1(f)条所载的条件仅可由本公司、独家代表及独家保荐人共同予以豁免）方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) [已删除]；
- (c) 香港包销协议和国际包销协议均未终止；
- (d) 联交所和 AIX 上市委员会已授予股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于股份在联交所和 AIX（视情况而定）交易前撤销；
- (e) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（于本协议签署日和上市日和完成日在所有方面均准确、真实及不具误导性或欺骗性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、独家代表及独家保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及

3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、独家代表及独家保荐人共同予以豁免)，投资者认购投资者股份的义务以及本公司及独家代表发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快在商业上可行的情况下免息退还投资者，本协议将终止及不再生效，而本公司、独家代表及/或独家保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

- 3.3 投资者承认，无法保证全球发售将完成或不被延迟或终止，若全球发售因任何原因延迟或终止或不再进行或未能于所述的日期及时间完成或根本无法完成，本公司、独家代表及独家保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因被延迟或终止、不再继续进行或未能在规定的日期及时间完成或根本无法完成的理由，提起针对本公司、独家代表及/或独家保荐人或其各自的联属人士，其各自的联属人士的高级职员、董事、监事、员工、成员、联系人、合伙人、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过独家代表（及/或彼等的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及独家代表厘定的时间及方式，于国际发售完成之时予以认购。
- 4.2 投资者应于上市日前一个营业日下午 5 时 30 分正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至独家代表在上市日前提前至少一（1）个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征费。
- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于二（2）个营业日由投资者通知独家代表指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 投资者股份的交割亦可以本公司、独家代表、独家保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的三（3）个营业日。

- 4.5 若投资总额及相关经纪费和征费（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、独家代表及独家保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、独家代表及独家保荐人的所有义务及责任将终止（但无损本公司、独家代表及独家保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条或本协议的任何条款全额支付投资总额及经纪费和征费或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.6 如本公司、独家代表及独家保荐人因超出本公司、独家代表或独家保荐人（视情况而定）控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病或疾病升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、SARS、H5N1、MERS、埃博拉病毒和新冠病毒）、爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任并有权中止本协议。
- 4.7 如(i)上市规则第 8.08(3)条规定的上市时由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；(ii)《上市规则》第 8.08(1)条规定的由公众人士持有的要求；(iii)《上市规则》第 8.08A 条规定的最低自由流通量规定；或 (iv)《上市规则》第 18 项应用指引无法得到满足，独家保荐人、独家代表和公司可凭全权绝对酌情权调整投资者认购的股份数目的分配，以符合《上市规则》的要求。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者与本公司、整体协调人及独家保荐人同意、立约并承诺：
- (a) 未经本公司、整体协调人及独家保荐人书面同意，在自上市日期起（包括上市日期）六（6）个月期间（下文简称「**禁售期**」）的任何时间内，投资者不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券），或同意、订立协议或公开宣布该等交易的意图；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相

同的经济效应的交易；或(iv) 同意、订立或公开宣布任何意图，进行上述 (i)、(ii) 和 (iii) 中所述的任何前述交易，在每种情况下，无论上述 (i)、(ii)和(iii)将通过以现金或其他方式交付相关股份或可转换为、可行使或可交换为相关股份的其他证券来结算；及

- (b) 如果在禁售期后的任何时间出售（或通过协议或合同或意向公告处置）任何相关股份，投资者应，并应使其联属人士在拟议出售前尽快书面通知公司、独家保荐人和整体协调人，并将采取商业上合理的行动和尽最大努力确保(i)该等处置符合所有适用法律和所有有管辖权的司法辖区的证券交易所的规则（包括但不限于《上市规则》、《公司（清盘及杂项条文）条例》、《公司条例》和《证券法》）；(ii)任何该等处置不会造成股份市场混乱和虚假；以及(iii)未经本公司、独家保荐人和整体协调人表事先书面同意，不会与直接或间接开展与本公司的业务直接或间接竞争的人士或该等人士的直接或间接控股公司、附属公司、联属人士或联系人（定义见《上市规则》）达成任何该等交易。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前十（10）个营业日向本公司、独家保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司作出书面承诺（向本公司、整体协调人及独家保荐人作出，以本公司、整体协调及独家保荐人为受益人，且条款令本公司、整体协调人及独家保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括但不限于本协议第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予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应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及独家保荐人作出，以本公司、独家代表及独家保荐人为受益人，且条款令本公司、独家代表及独家保荐人满意），同意（且投资者应承诺促使该等全资

附属公司)受本协议项下的投资者义务约束(包括但不限于本协议第 5 条对投资者施加的限制),并作出本协议下相同的协议、声明、保证、承诺、确认及承认,如同该全资附属公司本身须受该等义务及限制规限一般,且应共同及个别承担本协议施加的所有责任及义务;及

- (f) 该全资附属公司是 (i)并且将来不会成为美国人士;(ii)不会为任何美国人士或为了任何美国人士的利益购买相关股份;(iii)目前并且将来位于美国境外;及(iv)按照 S 规例通过境外交易获得相关股份。

5.3 投资者同意及承诺,除经本公司、独家代表及独家保荐人事先书面同意外,投资者、及其/彼等各自联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%(或上市规则不时就「主要股东」定义厘定的其他比例),低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时,以书面形式通知本公司、独家代表及独家保荐人。

5.4 投资者同意,投资者乃基于自营投资持有本公司的股本,应本公司、独家代表及/或独家保荐人的合理请求,投资者将向本公司、独家代表及独家保荐人提供合理的证据,证明投资者乃基于自营投资持有本公司的股本。投资者不得,且其应促使其控股股东、联属人士、联系人及彼等各自的实益拥有人,在全球发售中通过建档流程申请或订购股份(投资者股份除外)或在香港公开发售中申请股份,除适用法律法规或联交所批准的情形外。

5.5 投资者、及其联属人士、联系人、董事、监事、高级职员、员工或代理没有签订而不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则(包括上市规则附录 F1(股本证券的配售指引)、新上市申请人指南第 4.15 章或香港监管机关发布的书面指引)的安排或协议(包括但不限于任何单边保证函)。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

6.1 投资者向本公司、独家代表及独家保荐人同意、声明、保证、承诺、确认及承认:

- (a) 本公司、独家代表、独家保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成的保证、承诺或担保,若全球发售因任何原因延迟、无法进行或完成,彼等无需对投资者负责;

- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
- (c) 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和支持文件（包括但不限于其所有权和其他事项）将与本公司、独家保荐人、整体协调人、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 上向独家代表披露；
- (d) [已删除]；
- (e) 投资者股份将由投资者通过、独家代表及/或彼等的联属人士（以国际发售的国际包销商的代表的身份行事）认购；由于投资者未依赖且无权依赖本公司的法律顾问或独家保荐人、整体协调人和国际发售的包销商的法律顾问出具的任何法律意见或其他意见或本公司、独家保荐人、整体协调人、包销商或其各自的联属人士就全球发售开展或出具的任何尽职调查、调查或其他专业意见，并已获得其认为必要或适当的独立意见，并且，对于购买投资者股份或有关投资者股份的任何交易的任何税务、法律、货币后果或其他后果，本公司、独家保荐人、整体协调人或及彼等各自的联属人士、联系人、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理人及代表不承担任何责任；
- (f) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；
- (g) 投资者不是本公司的联属人士或代表该等联属人士行事的人士；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、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股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (i) 独家代表、独家保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(i)《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由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)《上市规则》第 8.08(1)条；(iii)《上市规则》第 8.08A 条规定的最低自由流通量规定；或(iv)《上市规则》第 18 项应用指引；

- (j) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或独家保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 本公司、整体协调人、独家保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区，发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (m) 若投资者或投资者附属公司（如适用）根据《证券法》S 规例认购投资者股份，投资者股份将构成于《证券法》第 144 条所指的「受限证券」；
- (n) 其明白及同意，转让投资者股份仅可根据 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，并且在每种情况下，应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (o) 其明白，本公司、整体协调人或独家保荐人或国际发售的任何国际包销商均未作出关于证券法 S 规例或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (p) 除第 5.2 条规定者外，在投资者股份由投资者全资附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (q) 其已收到（且在日后可能收到）构成证券及期货条例界定的有关本公司、其“联属人士”（定义见美国证券法 D 规例第 501(b)条）或由于其他原因与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
（i）不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理、合伙人及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者、或任何获授权接受者的过错不再构成以上所述证券及期货条例界定的非公开信息及/或内幕消息；
（ii）应以其最大努力确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不将该等信息向任何

其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及（iii）不得并应确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）股份或本公司或其联属人士或联系人的其他证券或衍生工具；

- (r) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
 - (i) 招股章程草案、初步发售通函草案以及其他已向投资者、及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者、及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
 - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者、及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何股份或其他证券的要约或邀约；及
 - (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (s) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (t) 投资者、或其各自联属人士或代表其或彼等行事的任何人士均未亦不会就股份作出任何定向销售（定义见 S 规例）；
- (u) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或独家保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、整体协调人或独家保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

- (v) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或独家保荐人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或独家保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或独家保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (w) 整体协调人、独家保荐人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (x) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (y) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括但不限于税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司、整体协调人、独家保荐人或包销商获得或开展的关于全球发售的任何建议（包括但不限于税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、独家保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理人或代表均无需对于认购或交易投资者股份有关的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果负责；

- (z) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、独家保荐人、包销商、彼等各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人和代表、或参与全球发售的任何其他各方概未作出关于投资者股份将存在公开市场的保证；
- (aa) 若全球发售因任何原因未能完成，本公司、整体协调人、独家保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其/彼等各自的附属公司承担任何责任；
- (bb) 投资者不会就全球发售延迟或终止，向本公司、独家保荐人、整体协调人及包销商或其各自的高级职员、董事、雇员、职员、附属公司、代理、联属人士、代表或顾问提出任何索偿；
- (cc) 本公司及独家代表拥有更改或调整(i)将根据全球发售发行的股份数目；(ii)将分别根据香港公开发售及国际发售发行的股份数目；及(iii)进行经联交所和 AIX 批准并符合适用法律的发售股份数量的其他调整或重新分配的绝对酌情权；
- (dd) 投资者无条件及不可撤销地向本公司、独家保荐人及整体协调人承诺并保证：
 - (i) 其将促使合格境内机构投资者向本公司、独家保荐人和独家代表各自交付一份以本公司、独家保荐人和独家代表各自满意的形式和内容签订的有效、具约束力和可执行的承诺书，承诺投资者将受由本协议所引发、本协议项下或与本协议有关的所有义务、承诺、陈述、保证、弥偿和责任（“**投资者义务**”）的约束，并给与、作出和履行该等义务、承诺、陈述、保证、弥偿和责任；及
 - (ii) 其将促使合格境内机构投资者适当及准时履行和遵守所有投资者义务；
- (ee) 投资者已同意，投资总额及相关经纪费及征费的付款应于上市日上午 8 时正（香港时间）或之前或作出；
- (ff) 任何股份交易均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何具有管辖权的证券交易所（包括但不限于联交所和 AIX）的任何其他适用法律规定的股份交易限制；以及
- (gg) 就相关股份而言，除遵守本协议中的限制规定外，任何要约、出售、质押或其他转让将不被本公司承认。

6.2 投资者向本公司、整体协调人及独家保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其破产、清算或清盘；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股章程草案和初步发售通函草案等），且该等接收和使用不违反适用于该投资者的所有法律，也不需要在该投资者所在的司法管辖区内进行任何注册或获得任何许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力，而该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准均未被撤销，投资者也不知悉任何可能导致批准失效、被撤销或被搁置的事实或情况。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、独家保荐人及整体协调人；
- (h) 投资者签署及交付本协议、履行本协议、投资者认购投资者股份以及完成本协议预期交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 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、AIX、MIC 及任何其他政府、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、独家保荐人及 / 或整体协调人提供信息（包括但不限于：(i)投资者及其最终实益拥有人及 / 或最终负责发出有关认购及购买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）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购及购买详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii)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(iv)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、独家保荐人、整体协调人各自及其各自联属人士、董事、监事、高级人员、雇员、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 / 或根据前述法规或监管机构要求在任何公开文件或其他公告或文件中披露任何符合法规或监管机构要求的投资者相关信息；

- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人或独家保荐人或包销商的客户，且其已阅读并理解本协议附表 3 所载的《专业投资者待遇通知》（“**专业投资者待遇通知**”），并承认并同意专业投资者待遇通知里关于根据本协议购买投资者股份的内容（包括任何陈述、弃权 and 同意。就本条款而言，专业投资者待遇通知中的“我们”是指公司、独家保荐人及其各自的联属人士，“您”是指投资者，“我们的”和“您的”应作相应解释；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (m) 若投资者于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及/或联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，

投资者认购投资者股份不会构成“关联交易”（定义见上市规则）或导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)具有履行本协议项下所有义务的财务能力；(iv)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；(v)且不属于上市规则附录 F1（股本证券的配售指引）第 5 段所述任何类别的人士；及(vi)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、独家保荐人和整体协调人；

- (p) 投资者将提供香港中央结算公司的 FINI 系统向联交所及香港中央结算公司所需信息，并确保投资者提供的所有该等信息在所有方面均为真实、完整和准确的，且该等信息将与公司、联交所、证监会及其他监管机构共享，并将被纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；
- (q) 投资者、其实益拥有人及/或联系人并非全球发售的任何整体协调人、独家全球协调人、独家保荐人、账簿管理人、牵头经办人、包销商、牵头经纪人或任何分销商的「关连客户」，且不属于上市规则附录 F1（股本证券的配售指引）所述任何类别的人士。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (s) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括在本协议签署之日前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人，除非获得联交所的豁免或同意；
- (t) 除先前已书面通知独家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；

- (u) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (v) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）及新上市申请人指南第 4.15 章的条文；
- (w) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司附属公司、本公司任何关连人士、任何整体协调人、任何独家保荐人或全球发售的任何包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；
- (x) 投资者或其联属人士、董事、高级职员、雇员或代理一方与本公司、其控股股东或本集团任何成员公司或其各自的联属人士、董事、高级职员、雇员或代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括新上市申请人指南第 4.15 章的条文）的附函；
- (y) 除根据本协议外，投资者或其任何联系人均未通过簿记建档已申请或订立或将申请或订立全球发售下任何股份的订单；
- (z) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；及
- (aa) 除非事先以书面形式向本公司、独家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、独家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、独家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。在无损害第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及/或独家保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及代表本公司、整体协调人及/或独家保荐人就全球发售可能发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或独家保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具

误导性，并会将该等描述的任何变更立即书面通知本公司、独家保荐人和整体协调人，以及提供最新信息和/或证明文件。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、独家保荐人、包销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人及独家保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人、独家保荐人（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、雇员、员工、联系人、合伙人、顾问、代理及代表）（下文统称「**受弥偿方**」）因投资者或投资者的全资附属公司（如有任何相关股份将由投资者的该全资附属公司持有）或其/彼等各自的高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份和本协议项下预期交易、投资者股份或本协议有关的原因（仅指违反本协议或任何作为或不作为）招致的任何及所有损失、成本、开支、申索、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有成本、费用、损失或开支，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。
- 6.7 本公司声明、保证及承诺：
- (a) 其已根据香港法律妥为注册成立及有效存续；
 - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
 - (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，享有与其时发行及将于联交所上市的股份同等的权益，并应符合招股章程对股份的描述；
 - (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者、或其/彼等各自的联属人士、董事、高级职员、雇员及

代理订立任何有悖上市规则（包括新上市申请人指南第 4.15 章及香港监管机构不时发出的书面指引）的协议或安排（包括任何单边保证函）；及

- (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2, 4.6 或 4.7 条终止；
- (b) 若投资者（或在根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）、在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的声明、保证、承诺、确认及承认），本公司、独家代表或独家保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 在不影响第 7.3 条的前提下，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟第 6.5 条载列的弥偿义务及下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。

7.3 尽管有上述规定及为避免疑义，第 6.5 条以及投资者在本协议中提供的弥偿条款在本协议终止后仍然有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、独家保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或独家保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的公

开文件及本公司、整体协调人及/或独家保荐人就全球发售可能发布的营销及路演材料及其他公告；

- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会与中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（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提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、独家代表及独家保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调及独家保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及独家保荐人及彼等各自的顾问提供任何意见或验证文件。投资者在此同意其将审查不时提供给投资者的公开文件草稿中对其的描述，并提出可能需要的修改建议，以使其描述在所有方面均真实、准确且不具误导性。

8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或独家保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司和独家保荐人能够遵守有管辖权的监管机构（包括联交所、香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 10.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至

地址：	香港湾仔港湾道 1 号会展广场办公大楼 45 楼 4501 室
电邮：	erica@jiaxinltd.com
传真：	N/A
收件人：	刘文静

若发送至投资者，则发送至：

地址：	广州市海珠区琶洲大道东 1 号保利国际广场南塔 31-33 楼
电邮：	lijiaiyi@gffunds.com.cn
传真：	无
收件人：	李珈宜

若发送至中金，则发送至：

地址：	香港中环港景街 1 号国际金融中心一期 29 楼
电邮：	IB_PROJECTWHKIPO@cicc.com.cn ECM_PROJECTWHKIPO@cicc.com.cn
传真：	+852 2872 2101
收件人：	W 项目 Deal Team

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的独家保荐人及独家代表各自的义务是独立的（而不是共同的或连带的）。独家保荐人或独家代表对任何其他独家保荐人或独家代表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独家保荐人或独家代表强制执行本协议

条款的权利。尽管有上述规定，各独家保荐人及独家代表应在适用法律允许的范围内有权单独或与任何其他独家保荐人或独家代表共同强制执行其在本协议下的任何或所有权利。

- 10.3 有明显错误外，本公司及独家代表为本协议目的就投资者股份数目及发售价以及投资者根据本协议必须支付的金额以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、整体协调人及独家保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。
- 10.6 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.7 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.8 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.9 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.10 在本 10.10 条另有规定的范围内，并非本协议一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拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
- (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.10(a)分条所述人士同意。
- 10.11 独家代表及独家保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，独家代表或独家保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为为各别但非共同承担责任。
- 10.12 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利

或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.13 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
- (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.14 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.15 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则本公司、独家代表及独家保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.16 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索或有关本协议所引发的任何非合同义务的争议（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出

的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 法律文书代收人

- 13.1 投资者不可撤销地委任李珈宜（地址为香港湾仔骆克道 81 号广发大厦 25 楼）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。
- 13.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、独家代表及独家保荐人接受的替代法律文书代收人，并在 30 天内向本公司、独家代表及独家保荐人交付关于新法律文书代收人接受委任的文件副本。

14 副本

- 14.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

15 反贿赂

- 15.1 本公司、投资者各自在此承诺，无论其自身、其董事、监事、高级职员、雇员、合伙人或代理（如适用）在与本协议有关的任何时间及在本协议的整个过程中及之后，无论在香港或其他地区，均不会作出任何形式的贿赂和贪污行为。公司、投资者各自确认及承认必须遵守防止贿赂的相关法律和法规。公司、投资者不得以任何方式提供、许诺、给予、授权、索取或接受与本协议有关的任何不当的金钱或其他利益（或暗示其将或可能作出任何该等事项）。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为且代表
佳鑫國際資源投資有限公司



姓名：刘力强
职位：董事长及执行董事

为及代表

广发基金管理有限公司

陈书炎

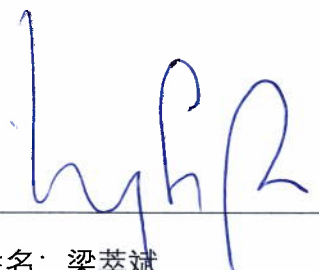
姓名：陈书炎

职衔：投资经理

[基石投资协议签名页]

为及代表

中国国际金融香港证券有限公司



姓名：梁萃斌

职衔：副总经理

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1) 860 万美元的等值港元（按招股章程所披露的港元兑人民币/美元收盘汇率计算，不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 400 股股份）。

根据上市规则第 18 项应用指引第 4.2 段、新上市申请人指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的股份重新分配的影响。倘香港公开发售中的股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，独家保荐人、独家代表及本公司可全权酌情调整投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定，即上市时由公众人士持有的证券中，由持股量最高的 3 名公众股东实际拥有的百分比，不得超过 50%。

本公司及独家代表可全权酌情调整投资者股份数目的分配，以符合上市规则的有关规定，包括但不限于上市规则第 8.08(1)条及第 8.08(3)条的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

投资者	广发基金管理有限公司
注册成立地点:	广东省珠海市横琴新区环岛东路 3018 号 2608 室
公司注册号码/公司注册证书号码 (如适用):	
商业登记号码:	914400007528923126
主要活动:	资产管理
最终控股股东:	广发证券股份有限公司
最终控股股东的注册成立地点:	广东省广州市黄埔区中新广州知识城 腾飞一街 2 号 618 室
最终控股股东的商业登记号码:	91440000126335439C
最终控股股东的主要活动:	投资银行与经纪业
股东及持有的权益:	54.53%
待插入招股章程的投资者描述:	GF Fund Management Co., Ltd. (“GF Fund Management”) was established on August 5, 2003. GF Fund Management and its subsidiaries hold licenses for public fund management, domestic investment management of social security funds, securities investment management of basic pension insurance funds, specific client asset management, QDII, RQFII, QFII, QDLP, entrusted insurance fund investment management, insurance protection fund entrusted asset management, and fund investment advisory services. GF Fund Management is a large fund management company with comprehensive asset management capabilities and experience. It is controlled as to 54.53% by GF Securities Co., Ltd. (廣發証券股份有限公司), a company listed on the Shenzhen Stock

Exchange (stock code: 000776.SZ) and the Stock Exchange (stock code: 01776.HK). The subscription of the Offer Shares as a cornerstone investor will be made by GF Fund Management in its capacity as the discretionary investment manager of certain funds and/or independent segregated accounts under its management. Save for Lu Yongjian, Ma Jiaping and Li Yong (each being an Independent Third Party to its best knowledge), no other single ultimate beneficial owner holds 30% or more interest in such funds and/or independent segregated accounts and, to the best knowledge of GF Fund Management, each fund and/or account is an Independent Third Party.

The Offer Shares to be allocated and issued to GF Fund Management and GF International Investment Management in their capacity as investment managers acting as agents on behalf of certain clients, will be held on a discretionary basis for and on behalf of clients who are Independent Third Parties to the best knowledge of GF Fund Management and GF International Investment Management.

廣發基金管理有限公司（「廣發基金管理」）於2003年8月5日成立。廣發基金管理及其附屬公司持有公募基金管理、社保基金境內委託投資管理、基本養老保險基金證券投資管理、特定客戶資產管理、QDII、RQFII、QFII、QDLP、受託管理保險資金投資管理、保險保障基金委託資產管理以及基金投資顧問服務的牌照。廣發基金管理為大型基金管理公司，具備全面資產管理能力及經驗。其由廣發證券股份有限公司（深圳證券交易所上市公司（股票代碼：000776.SZ）及聯交所上市公司（股份代號：01776.HK））控制54.53%股權。廣發基金管理作為其管理的若干基金及／或獨立隔離賬戶的全權投資

經理，將以基石投資者的身份認購發售股份。除 Lu Yongjian、Ma Jiaping 及 Li Yong（就其所知均為獨立第三方）外，概無其他單一最終實益擁有人於該等基金及／或獨立隔離賬戶持有 30%或以上的權益，且就廣發基金管理所知，各基金及／或賬戶均為獨立第三方。

分配及發行予廣發基金管理及廣發國際資產管理（二者均以投資管理人身份代理特定客戶進行投資）的發售股份將根據全權委託安排代其客戶持有。據廣發基金管理及廣發國際資產管理所知，相關客戶均為獨立第三方。

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
全权托管投资组合

附表 3 专业投资者待遇通知

甲部 – 机构投资者待遇通知

1. 因阁下属于证券及期货条例附表1第一部有关“专业投资者”定义第(a)至(i)段以及其附属法例所述的一类人士，故阁下为专业投资者（“**机构专业投资者**”）。
2. 由于阁下为机构专业投资者，我们自然而然被豁免遵守证券及期货事务监察委员会持牌人或注册人操守准则（“**操守准则**”）项下若干要求，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
 - 2.1 关于客户的信息
 - (i) 建档记录阁下的财务情况、投资经验和投资目标，但不适用于我们提供有关企业融资的意见的情况；
 - (ii) 确保推荐的意见或招揽行为切合阁下的财务情况、投资经验和投资目标；
 - (iii) 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识并对阁下进行分类；
 - 2.2 客户协议
 - (i) 就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；
 - 2.3 给客户的信息
 - (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；
 - (iv) 为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）；
 - 2.4 全权委托账户
 - (i) 在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；以及
 - (ii) 每年一次说明并确认本附表三甲部第2.4(i)段所述的授权。
3. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

乙部 – 法团专业投资者认定通知

1. 因阁下属于《证券及期货（专业投资者）规则》（香港法例第571D章）（“**专业投资者规则**”）第3(a)、(c)及(d)条中所述的一类人士，故阁下为专业投资者（“**法团专业投资者**”）。
以下人士为专业投资者规则第3(a)、(c)及(d)条项下的法团专业投资者：

- (i) 指任何按一个或多个信托作为受托人被委托管理不少于4,000万港元（或任何等值外币）总资产的信托法团，以上金额以有关日期当日的总资产为准，或者：
 - (A) 以记载于：
 - (I) 该信托法团的；并
 - (II) 在有关日期前16个月内；
拟备的最近期经审计财务报表的总资产为准；
 - (B) 以记载于：
 - (I) 该信托或其中任意一个相关信托的；并
 - (II) 在有关日期前16个月内；或
拟备的一份或多份最近期经审计财务报表的总资产为准；或者
 - (C) 以参照记载于：
 - (I) 该信托或其中任意一个相关信托的；并
 - (II) 在有关日期前12个月内；
发给该信托法团的一份或多份保管人结单的总资产为准
 - (ii) 具备以下条件的任何法团或合伙企业：
 - (A) 拥有不少于800万港元（或任何等值外币）的投资组合，
或
 - (B) 拥有不少于4,000万港元（或任何等值外币）总资产，
以上金额以有关日期当日为准，或是参照：
 - (C) 记载于：
 - (I) 该法团或合伙企业（取其适用者）的；并
 - (II) 在有关日期前16个月内
拟备的最近期经审计财务报表的数额为准；或
 - (D) 参照记载于有关日期前12个月内发给该法团或合伙企业（取其适用者）的一份或多份保管人结单的数额为准；
以及
 - (iii) 在有关日期当日唯一业务是持有投资项目并由以下一名或多名人士全资拥有的法团：
 - (A) 符合第(i)段所述的信托法团；
 - (B) 符合专业投资者规则第3(b)条的单独或联同其有联系者于联权共有账户拥有上述者的个人；
 - (C) 符合第(ii)段所述的法团；
 - (D) 符合第(ii)段所述的合伙企业。
2. 我们已按照操守准则第15.3A段对阁下进行评估（“**法团专业投资者评估**”），结论为：
- (a) 阁下符合以上第1段对“专业投资者”的定义，并符合法团专业投资者评估的准则，这特指阁下有恰当的企业结构和投资程序及控制，且负责代表阁下作出投资决定的人士具备充分的投资背景，而且，阁下亦知悉本协议项下拟投资的相关产品及/或市场所涉及的风险。

或

- (a) 阁下符合以上第 1 段对“专业投资者”的定义，但不符合法团专业投资者评估的准则。
- 3. 如第2(a)段适用，阁下同意被视为法团专业投资者，并明白同意被视为法团专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
 - 3.1 关于客户的信息
 - (i) 建档记录阁下的财务情况、投资经验或投资目标，除非我们提供有关企业融资的意见，则不在此列；
 - (ii) 确保推荐的意见或招购活动切合阁下的财务情况、投资经验和投资目标；
 - (iii) 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识对阁下进行分类；
 - 3.2 客户协议
 - (i) 就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；
 - 3.3 给客户的信息
 - (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；
 - (iv) 为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）；
 - 3.4 全权委托账户
 - (i) 在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；及
 - (ii) 每年一次说明并确认本附表三甲部第2.4(i)段所述的授权。
- 4. 如适用第2(b)段，阁下同意被视为专业投资者，并明白同意被视为专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
 - 4.1 给客户的信息
 - (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；及
 - (iv) 为向阁下提供该计划的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）
- 5. 阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为法团专业投资者。
- 6. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

丙部 – 个人专业投资者认定通知

1. 因阁下属于《证券及期货（专业投资者）规则》（香港法例第 571D章）（“**专业投资者规则**”）第 3(b)条中所述的一类人士，故阁下为专业投资者（“**个人专业投资者**”）。
以下人士为专业投资者规则第3(b)条项下的个人专业投资者：
 - (i) 单独或联同其联系人于某联权共有账户拥有不少于800万港元（或等值外币）的投资组合的个人，以上金额以有关日期当日为准，或者：
 - (A) 以有关日期前12个月内记载于该人的审计师或专业会计师所发出的证明书为准；或
 - (B) 以参照有关日期前12个月内发给该人（单独或联同其联系人）的一份或多份保管人结单予以确定。
2. 阁下同意就所有投资产品及市场被视为个人专业投资者，并明白同意被视为个人专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
 - (i) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (ii) 在替阁下进行交易后尽速确认交易的要目；及
 - (iii) 和为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）。
3. 阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为个人专业投资者。
4. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。
5. 如果我们向阁下招售或推荐任何金融产品，有关的金融产品必须合理地切合阁下的财务情况、投资经验和投资目标。本协议乃至我们可能端请阁下签署的其它文件或作出的声明中，均无其它条文减损本附表三丙部本第5段。

佳鑫国际资源投资有限公司
及
广发国际资产管理有限公司
及
中国国际金融香港证券有限公司

基石投资协议

目录

条款	页码
1. 定义和解释	3
2. 投资	8
3. 完成条件	9
4. 完成	11
5. 对投资者的限制	12
6. 承认、声明、承诺及保证	14
7 终止	24
8 公告及机密性	25
9 通知	26
10 一般事项	27
11 管辖法律及司法权区	29
12 豁免权	29
13 法律文书代收人	29
14 副本	30
15 反贿赂	30
附表 1	34
附表 2	35
附表 3	39

本协议（下文简称「本协议」）乃于2025年8月19日订立，

订约方：

- (1) 佳鑫国际资源投资有限公司（一家于香港成立的有限责任公司，其注册办公地址位于香港湾仔港湾道1号会展广场办公大楼45楼4501室，下文简称「本公司」）；
- (2) 广发国际资产管理有限公司（一家在香港注册成立的公司，注册办事处位于香港湾仔骆克道81号广发大厦25楼，下文简称「投资者」）；
- (3) 中国国际金融香港证券有限公司（地址：香港中环港景街1号国际金融中心一期29楼，下文简称「中金」或「独家保荐人」）。

鉴于：

- (A) 本公司已申请通过全球发售（「全球发售」）使其股份（定义见下文）在联交所和AIX（定义分别见下文）上市，全球发售的内容包括：
 - (i) 本公司通过公开发售以供香港公众认购按照招股章程所述数量之股份（按照招股章程所述可予重新分配）（定义见下文）（「香港公开发售」）及
 - (ii) 本公司根据证券法S规例在美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的照按招股章程所述数量之股份（取决于招股章程所述可予重新分配及视乎超额配股权行使与否而定）（「国际发售」）。
- (B) 中金担任全球发售的独家保荐人并且就本协议而言，代表全球发售承销商的独家代表（“独家代表”）。
- (C) 中国银河国际证券(香港)有限公司（地址：香港上环干诺道中111号永安中心20楼，下文简称「中国银河」）（中金及中国银河，下文统称为「整体协调人」或各自称为「整体协调人」。中金及中国银河担任全球发售的整体协调人。
- (D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其序文和附表），除文义另有所指外，以下词词汇和表达应具有以下含义：

「AIX」指阿斯塔纳国际交易所；

「**MIC**」指哈萨克斯坦工业和建设部，自 2023 年 9 月 1 日起成为哈萨克斯坦矿业主管部门；

「**联属人士**」指，除非文意另有所指，就任何特定个人或实体而言，直接或间接或通过一或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以根据本协议下投资者购买的投资者股份数量所得的金额；

「**批准**」具有第 6.2(f)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据上市规则主板费用规则就投资者在本协议项下购买投资者股份按投资总额 1.0%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周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及管理之香港中央结算及交收系统；

「**完成**」指投资者根据本协议的条款及条件完成投资者股份认购或本公司根据本协议的条款及条件完成投资者股份的发行、分配、配售和/或交付（视情况而定）；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**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**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**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；

「**处置**」包括，就任何相关股份而言，直接或间接；

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或设置任何产权负担或同意设置任何产权负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份或其任何利益的任何其他证券的任何法定或实益权益或代表接收该等相关股份或其任何权益的权利设立任何性质的第三方权利，或同意或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「**处置**」应作相应解释；

「**FINI**」具有《上市规则》所赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会(包括但不限于香港证监会与中国证监会)、理事会、实体、机关或机构或任何证券交易所(包括但不限于联交所和 AIX)、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家；

「**本集团**」指本公司及其于相关时间的附属公司；

「**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」指中华人民共和国香港特别行政区；

「香港公开发售」具有序文(A)赋予的含义；

「受弥偿方」具有第 6.5 条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

「国际发售」具有序文(A)赋予的含义；

「国际发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「投资者相关信息」具有第 6.2(i)条所给予的涵义；

「投资者股份」指将由投资者根据本协议的条款及条件在国际发售中认购的股份，该等股份数目将根据附表 1 计算，由本公司及独家代表厘定；

「投资者子公司」指由投资者选择认购投资者股份的投资者全资子公司；

「法律」指所有相关司法权区的所有法律、成文法、立法、措施、条例以及任何政府机构（包括但不限于联交所、香港证监会及中国证监会）的规则、法规、指引、指南、决定、意见、公告、通知、命令、判决、法令或裁决；

「征费」指香港证监会的 0.0027%交易征费（或于上市日期收取的现行交易征费），联交所的 0.00565%交易费（或者于上市日期收取的现行交易征费）以及会财局的 0.00015%交易征费（或者于上市日期收取的现行交易征费），在每种情况下，均按投资总额计算；

「上市日」指股份在联交所主板的初始上市日期；

「上市规则」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引及其他要求，经不时修订、补充或另行修改；

「禁售期」具有第 5.1 条赋予的含义；

「发售价」指股份将根据全球发售发售或出售的每股 10.92 港元价格（不包括经纪费及征费）；

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「初步发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「专业投资者」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「招股章程」指本公司就香港公开发售在香港发布的最终招股章程；

「公开文件」指适用于国际发售的初步发售通函及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「S 规例」指证券法项下的 S 规例（经不时修订、补充或通过其他方式修改）；

「监管机构」具有第 6.2(i)条赋予的含义；

「相关股份」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份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。

「证券法」指美国 1933 年证券法（不时经修订、补充或另行修改）；

「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」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「股份」指本公司股本中的普通股，此类股份将(i)以港元交易，并拟将通过香港发售和国际发售（不包括 AIX 发售）在香港联交所上市；以及(ii)以人民币交易，并拟将通过 AIX 发售在 AIX 上市；

「联交所」指香港联合交易所有限公司；

「附属公司」具有公司条例赋予的含义；

「美国」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「美元」指美国的法定货币；及

「美国人」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对「**条款**」、「**子条款**」或「**附表**」的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例、法规、法规或规则条文的提述应包括：
 - (i) 对该等法例、法规、法规或规则条文不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法规、法规或规则条文重新颁布的先前已作废法例、法规、法规或规则条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法规条文制定的任何附属立法的提述；
- (g) 凡提及「**法规**」的，包括任何政府、政府间或国际机构、机关、部门或任何监管、自我监管或其他机关或组织颁布的任何法规、规章、官方指令、规定或指南（是否具法律效力在所不论）；
- (h) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (i) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (j) 对「**包括**」的提述应解释为包括但不限于；及
- (k) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

- 2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(e)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公

司、独家代表及独家保荐人共同予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 投资者将在国际发售下并作为国际发售的一部分按发售价认购，本公司将按发售价发行、配发及配售且独家代表将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份，于完成日通过独家代表及/或彼等的联属人士（作为国际发售相关部分的国际包销商的代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征费。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司、独家代表及独家保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、独家代表及独家保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者 (i)无条件及不可撤销地向本公司、独家代表及独家保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契约；及(ii)共同及个别承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、独家代表或独家保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、独家代表或独家保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 投资者股份的数目载于附表 1。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及独家代表根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不可豁免，第 3.1(f)条所载的条件仅可由本公司、独家代表及独家保荐人共同予以豁免）方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) [已删除]；
- (c) 香港包销协议和国际包销协议均未终止；
- (d) 联交所和 AIX 上市委员会已授予股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于股份在联交所和 AIX（视情况而定）交易前撤销；
- (e) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（于本协议签署日和上市日和完成日在所有方面均准确、真实及不具误导性或欺骗性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、独家代表及独家保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、独家代表及独家保荐人共同予以豁免），投资者认购投资者股份的义务以及本公司及独家代表发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快在商业上可行的情况下免息退还投资者，本协议将终止及不再生效，而本公司、独家代表及/或独家保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不被延迟或终止，若全球发售因任何原因延迟或终止或不再进行或未能于所述的日期及时间完成或根本无法完成，本公司、独家代表及独家保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因被延迟或终止、不再继续进行或未能在规定的日期及时间完成或根本无法完成的理由，提起针对本公司、独家代表及/或独家保荐人或其各自的联属人士，其各自的联属人士的高级职员、董事、监事、员工、成员、联系人、合伙人、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过独家代表（及/或彼等的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及独家代表厘定的时间及方式，于国际发售完成之时予以认购。
- 4.2 投资者应于上市日前一个营业日下午 5 时 30 分正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至独家代表在上市日前提前至少一（1）个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征费。
- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于二（2）个营业日由投资者通知独家代表指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 在无损第 4.3 条规定的前提下，投资者股份的交割亦可以本公司、独家代表、独家保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的三（3）个营业日。
- 4.5 若投资总额及相关经纪费和征费（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、独家代表及独家保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、独家代表及独家保荐人的所有义务及责任将终止（但无损本公司、独家代表及独家保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条或本协议的任何条款全额支付投资总额及经纪费和征费或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.6 如本公司、独家代表及独家保荐人因超出本公司、独家代表或独家保荐人（视情况而定）控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病或疾病升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、SARS、H5N1、MERS、埃博拉病毒和新冠病毒）、爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行

为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任并有权中止本协议。

- 4.7 如(i)上市规则第 8.08(3)条规定的上市时由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；(ii)《上市规则》第 8.08(1)条规定的由公众人士持有的要求；(iii)《上市规则》第 8.08A 条规定的最低自由流通量规定；或 (iv)《上市规则》第 18 项应用指引无法得到满足，独家保荐人、独家代表和公司可凭全权绝对酌情权调整投资者认购的股份数目的分配，以符合《上市规则》的要求。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、整体协调人及独家保荐人立约并承诺：

- (a) 未经本公司、整体协调人及独家保荐人事先书面同意，在自上市日期起（包括上市日期）六（6）个月期间（下文简称「**禁售期**」）的任何时间内，投资者不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券），或同意、订立协议或公开宣布该等交易的意图；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易；或(iv) 同意、订立或公开宣布任何意图，进行上述 (i)、(ii) 和 (iii) 中所述的任何前述交易，在每种情况下，无论上述 (i)、(ii)和(iii)将通过以现金或其他方式交付相关股份或可转换为、可行使或可交换为相关股份的其他证券来结算；及
- (b) 如果在禁售期后的任何时间出售（或通过协议或合同或意向公告处置）任何相关股份，投资者应，并应使其联属人士在拟议出售前尽快书面通知公司、独家保荐人和整体协调人，并将采取商业上合理的行动和尽最大努力确保(i)该等处置符合所有适用法律和所有有管辖权的司法辖区的证券交易所的规则（包括但不限于《公司（清盘及杂项条文）条例》、《公司条例》和《证券法》）；(ii)任何该等处置不会造成股份市场混乱和虚假；以及(iii)未经本公司、独家保荐人和整体协调人事先书面同意，不会与直接或间接开展与本公司的业务直接或间接竞争的人士或该等人士的直接或间接控股公司、附属公司、联属人士或联系人（定义见《上市规则》）达成任何该等交易。

- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前十（10）个营业日向本公司、独家保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司作出书面承诺（向本公司、整体协调人及独家保荐人作出，以本公司、整体协调及独家保荐人为受益人，且条款令本公司、整体协调人及独家保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括但不限于本协议第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予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应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及独家保荐人作出，以本公司、独家代表及独家保荐人为受益人，且条款令本公司、独家代表及独家保荐人满意），同意（且投资者应承诺促使该等全资附属公司）受本协议项下的投资者义务约束（包括但不限于本协议第 5 条对投资者施加的限制），并作出本协议下相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身须受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是 (i) 并且将来不会成为美国人士；(ii) 不会为任何美国人士或为了任何美国人士的利益购买相关股份；(iii) 目前并且将来位于美国境外；及(iv) 按照 S 规例通过境外交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、独家代表及独家保荐人事先书面同意外，投资者、及其/彼等各自联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、独家代表及独家保荐人。

5.4 投资者同意，投资者乃基于全权委托专户投资持有本公司的股本，应本公司、独家代表及/或独家保荐人的合理请求，投资者将向本公司、独家

代表及独家保荐人提供合理的证据，证明投资者乃基于全权委托专户投资持有本公司的股本。投资者不得，且其应促使其控股股东、联属人士、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购股份（投资者股份除外）或在香港公开发售中申请股份，除适用法律法规或联交所批准的情形外。

- 5.5 投资者、及其联属人士、联系人、董事、监事、高级职员、员工或代理没有签订而不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括上市规则附录 F1（股本证券的配售指引）、新上市申请人指南第 4.15 章或香港监管机关发布的书面指引）的安排或协议（包括但不限于任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、独家代表及独家保荐人同意、声明、保证、承诺、确认及承认：

- (a) 本公司、独家代表、独家保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，彼等无需对投资者负责；
- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
- (c) 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和支持文件（包括但不限于其所有权和其他事项）将与本公司、独家保荐人、整体协调人、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 上向独家代表披露；
- (d) [已删除]；
- (e) 投资者股份将由投资者通过、独家代表及/或彼等的联属人士（以国际发售的国际包销商的代表的身份行事）认购；由于投资者未依赖且无权依赖本公司的法律顾问或独家保荐人、整体协调人和国际发售的包销商的法律顾问出具的任何法律意见或其他意见或本公司、独家保荐人、整体协调人、包销商或其各自的联属人士

就全球发售开展或出具的任何尽职调查、调查或其他专业意见，并已获得其认为必要或适当的独立意见，并且，对于购买投资者股份或有关投资者股份的任何交易的任何税务、法律、货币后果或其他后果，本公司、独家保荐人、整体协调人或及彼等各自的联属人士、联系人、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理人及代表不承担任何责任；

- (f) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；
- (g) 投资者不是本公司的联属人士或代表该等联属人士行事的人士；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、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股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (i) 独家代表、独家保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(i)《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由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)《上市规则》第 8.08(1)条；(iii)《上市规则》第 8.08A 条规定的最低自由流通量规定；或(iv)《上市规则》第 18 项应用指引；
- (j) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或独家保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 本公司、整体协调人、独家保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区，发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (m) 若投资者或投资者附属公司（如适用）根据《证券法》S 规例认购投资者股份，投资者股份将构成于《证券法》第 144 条所指的「受限证券」；
- (n) 其明白及同意，转让投资者股份仅可根据 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，并且在每种

情况下，应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；

- (o) 其明白，本公司、独家代表或独家保荐人或国际发售的任何国际包销商均未作出关于证券法 S 规例或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (p) 除第 5.2 条规定者外，在投资者股份由投资者全资附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (q) 其已收到（且在日后可能收到）构成证券及期货条例界定的有关本公司、其“联属人士”（定义见美国证券法 D 规例第 501(b)条）或由于其他原因与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
 - （i）不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理、合伙人及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者、或任何获授权接受者的过错不再构成以上所述证券及期货条例界定的非公开信息及/或内幕消息；
 - （ii）应以其最大努力确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及
 - （iii）不得并应确保其（已获根据第 6.1(o)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
 - (i) 招股章程草案、初步发售通函草案以及其他已向投资者、及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者、及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；

- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者、及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (s) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (t) 投资者、或其各自联属人士或代表其或彼等行事的任何人士均未亦不会就股份作出任何定向销售（定义见 S 规例）；
- (u) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或独家保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、整体协调人或独家保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (v) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或独家保荐人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或独家保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或独家保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (w) 整体协调人、独家保荐人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高

级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

- (x) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (y) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括但不限于税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司、整体协调人、独家保荐人或包销商获得或开展的关于全球发售的任何建议（包括但不限于税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、独家保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理人或代表均无需对于认购或交易投资者股份有关的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果负责；
- (z) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、独家保荐人、包销商、彼等各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人和代表、或参与全球发售的任何其他各方概未作出关于投资者股份将存在公开市场的保证；
- (aa) 若全球发售因任何原因未能完成，本公司、整体协调人、独家保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其/彼等各自的附属公司承担任何责任；
- (bb) 投资者不会就全球发售延迟或终止或因任何原因未能完成，向本公司、独家保荐人、整体协调人及包销商或其各自的高级职员、董事、雇员、职员、附属公司、代理、联属人士、代表或顾问提出任何索偿；
- (cc) 本公司及独家代表拥有更改或调整(i)将根据全球发售发行的股份数目；(ii)将分别根据香港公开发售及国际发售发行的股份数目；及(iii)进行经联交所和 AIX 批准并符合适用法律的发售股份数量的其他调整或重新分配的绝对酌情权；

- (dd) 投资者已同意，投资总额及相关经纪费及征费的付款应于上市日上午 8 时正（香港时间）或之前或作出；
- (ee) 任何股份交易均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何具有管辖权的证券交易所（包括但不限于联交所和 AIX）的任何其他适用法律规定的股份交易限制；以及
- (ff) 就相关股份而言，除遵守本协议中的限制规定外，任何要约、出售、质押或其他转让将不被本公司承认。

6.2 投资者向本公司、整体协调人及独家保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其破产、清算或清盘；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股章程草案和初步发售通函草案等），且该等接收和使用不违反适用于该投资者的所有法律，也不需要在该投资者所在的司法管辖区内进行任何注册或获得任何许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已财务所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力，而该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准均未被撤销，投资者也不知悉任何可能导致批准失效、被撤销或被搁置的事实或情况。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、独家保荐人及整体协调人；

- (h) 投资者签署及交付本协议、履行本协议、投资者认购投资者股份以及完成本协议预期交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 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、AIX、MIC 及任何其他政府、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、独家保荐人及 / 或整体协调人提供信息（包括但不限于：(i)投资者及其最终实益拥有人及 / 或最终负责发出有关认购及购买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）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购及购买详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii)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(iv)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、独家保荐人、整体协调人各自及其各自联属人士、董事、监事、高级人员、雇员、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；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人或独家保荐人或包销商的客户，且其已阅读并理解本协议附表 3 所载的《专业投资者待遇通知》（“**专业投资者待遇通知**”），并承认并同意专业投资者待遇通知里关于根据本协议购买投资者股份的内容（包括任何陈述、弃权 and 同意。就本条款而言，专业投资者待遇通知中的“我们”是指公司、独家保荐人及其各自的联属人士，“您”是指投资者，“我们的”和“您的”应作相应解释；

- (l) 其为自身利益、以全权委托专户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，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (m) 若投资者于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及/或联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会构成“关联交易”（定义见上市规则）或导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)具有履行本协议项下所有义务的财务能力；(iv)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；(v)且不属于上市规则附录 F1（股本证券的配售指引）第 5 段所述任何类别的人士；及(vi)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、独家保荐人和整体协调人；
- (p) 投资者将提供香港中央结算公司的 FINI 系统向联交所及香港中央结算公司所需信息，并确保投资者提供的所有该等信息在所有方面均为真实、完整和准确的，且该等信息将与公司、联交所、证监会及其他监管机构共享，并将被纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；
- (q) 投资者、其实益拥有人及/或联系人并非全球发售的任何整体协调人、独家全球协调人、独家保荐人、账簿管理人、牵头经办人、包销商、牵头经纪人或任何分销商的「关连客户」，且不属于上市规则附录 F1（股本证券的配售指引）所述任何类别的人士。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；

- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (s) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括在本协议签署之日前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人，除非获得联交所的豁免或同意；
- (t) 除先前已书面通知独家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；
- (u) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (v) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）及新上市申请人指南第 4.15 章的条文；
- (w) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司附属公司、本公司任何关连人士、任何整体协调人、任何独家保荐人或全球发售的任何包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (x) 投资者或其联属人士、董事、高级职员、雇员或代理一方与本公司、其控股股东或本集团任何成员公司或其各自的联属人士、董事、高级职员、雇员或代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括新上市申请人指南第 4.15 章的条文）的附函；
- (y) 除根据本协议外，投资者或其任何联系人均未通过簿记建档已申请或订立或将申请或订立全球发售下任何股份的订单；
- (z) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；及
- (aa) 除非事先以书面形式向本公司、独家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、独家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、

独家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。在无损害第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及/或独家保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及代表本公司、整体协调人及/或独家保荐人就全球发售可能发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或独家保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性，并会将该等描述的任何变更立即书面通知本公司、独家保荐人和整体协调人，以及提供最新信息和/或证明文件。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、独家保荐人、包销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人及独家保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人、独家保荐人及全球发售的包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、雇员、员工、联系人、合伙人、顾问、代理及代表）（下文统称「**受弥偿方**」）因投资者或投资者的全资附属公司（如有任何相关股份将由投资者的该全资附属公司持有）或其/彼等各自的高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份和本协议项下预期交易、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有成本、费用、损失或开支，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺：

- (a) 其已根据香港法律妥为注册成立及有效存续；
- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
- (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，享有与其时发行及将于联交所上市的股份同等的权益，并应符合招股章程对股份的描述；
- (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者、或其/彼等各自的联属人士、董事、高级职员、雇员及代理订立任何有悖上市规则（包括新上市申请人指南第 4.15 章及香港监管机构不时发出的书面指引）的协议或安排（包括任何单边保证函）；及
- (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2，4.6 或 4.7 条终止；
- (b) 若投资者（或在根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）、在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的声明、保证、承诺、确认及承认），本公司、独家代表或独家保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 在不影响第 7.3 条的前提下，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟第 6.5 条载列的弥偿义务及下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟

应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。

- 7.3 尽管有上述规定及为避免疑义，第 6.5 条以及投资者在本协议中提供的弥偿条款在本协议终止后仍然有效。

8 公告及机密性

- 8.1 除本协议规定外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、独家保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或独家保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的公开文件及本公司、整体协调人及/或独家保荐人就全球发售可能发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会与中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（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提交香港公司注册处登记及提供本协议作为展示文件）。

- 8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、独家代表及独家保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

- 8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调及独家保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及独家保荐人及彼等各自的顾问提供任何意见或验证文件。投资者在此同意其将审查不时提供给投资者的公开文件草稿中对其的描述，并提出

可能需要的修改建议，以使其描述在所有方面均真实、准确且不具误导性。

- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或独家保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司和独家保荐人能够遵守有管辖权的监管机构（包括联交所、香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 10.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至

地址：	香港湾仔港湾道 1 号会展广场办公大楼 45 楼 4501 室
电邮：	erica@jiaxinltd.com
传真：	N/A
收件人：	刘文静

若发送至投资者，则发送至：

地址：	香港湾仔骆克道 81 号广发大厦 25 楼
电邮：	product@gffunds.com.hk
传真：	+852 3698 2880
收件人：	广发国际产品团队

若发送至中金，则发送至：

地址：	香港中环港景街 1 号国际金融中心一期 29 楼
电邮：	IB_PROJECTWHKIPO@cicc.com.cn ECM_PROJECTWHKIPO@cicc.com.cn
传真：	+852 2872 2101
收件人：	W 项目 Deal Team

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空

邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的独家保荐人及独家代表各自的义务是独立的（而不是共同的或连带的）。独家保荐人或独家代表对任何其他独家保荐人或独家代表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独家保荐人或独家代表强制执行本协议条款的权利。尽管有上述规定，各独家保荐人及独家代表应在适用法律允许的范围内有权单独或与任何其他独家保荐人或独家代表共同强制执行其在本协议下的任何或所有权利。
- 10.3 有明显错误外，本公司及独家代表为本协议目的就投资者股份数目及发售价以及投资者根据本协议必须支付的金额以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、独家代表及独家保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。
- 10.6 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.7 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.8 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.9 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

- 10.10 在本 10.11 条另有规定的范围内，并非本协议一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拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.10(a)分条所述人士同意。
- 10.11 独家代表及独家保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，独家代表或独家保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为各别但非共同承担责任。
- 10.12 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.13 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.14 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 10.15 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则本公司、独家代表及独家保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

- 10.16 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

11 管辖法律及司法权区

- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。
- 11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索或有关本协议所引发的任何非合同义务的争议（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 法律文书代收人

- 13.1 投资者不可撤销地委任李珈宜（地址为香港湾仔骆克道 81 号广发大厦 25 楼）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。
- 13.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、独家代表及独家保荐人接受的替代法律文书代收人，并在 30 天内向本公司、独家代表及独家保荐人交付关于新法律文书代收人接受委任的文件副本。

14 副本

- 14.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

15 反贿赂

- 15.1 本公司、投资者各自在此承诺，无论其自身、其董事、监事、高级职员、雇员、合伙人或代理（如适用）在与本协议有关的任何时间及在本协议的整个过程中及之后，无论在香港或其他地区，均不会作出任何形式的贿赂和贪污行为。公司、投资者各自确认及承认必须遵守防止贿赂的相关法律和法规。公司、投资者不得以任何方式提供、许诺、给予、授权、索取或接受与本协议有关的任何不当的金钱或其他利益（或暗示其将或可能作出任何该等事项）。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为且代表
佳鑫國際資源投資有限公司



姓名：刘力强
职位：董事长及执行董事

为及代表

广发国际资产管理有限公司

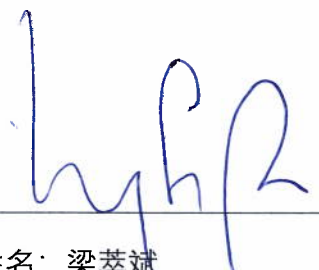


姓名： 上官鹏
职衔： CEO

[基石投资协议签名页]

为及代表

中国国际金融香港证券有限公司



姓名：梁萃斌

职衔：副总经理

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1) 640 万美元的等值港元（按招股章程所披露的港元兑人民币/美元收盘汇率计算，不包括投资者将就投资者股份支付的经纪佣金及费用）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 400 股股份）。

根据上市规则第 18 项应用指引第 4.2 段、新上市申请人指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的股份重新分配的影响。倘香港公开发售中的股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，独家保荐人、独家代表及本公司可全权酌情调整投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定，即上市时由公众人士持有的证券中，由持股量最高的 3 名公众股东实际拥有的百分比，不得超过 50%。

本公司及独家代表可全权酌情调整投资者股份数目的分配，以符合上市规则的有关规定，包括但不限于上市规则第 8.08(1)条及第 8.08(3)条的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

投资者	广发国际资产管理有限公司
注册成立地点:	香港湾仔骆克道 81 号广发大厦 25 楼
公司注册号码/公司注册证书号码 (如适用):	1539133
商业登记号码:	53466055-000-12-24-1
法人机构识别编码:	25490086TTF7Z2MMP179
主要活动:	资产管理
最终控股股东:	广发基金管理有限公司, 其控股股东 为广发证券股份有限公司
最终控股股东的注册成立地点:	广东省广州市黄埔区中新广州知识城 腾飞一街 2 号 618 室
最终控股股东的商业登记号码:	91440000126335439C
最终控股股东的主要活动:	投资银行与经纪业
股东及持有的权益:	广发基金管理有限公司持有广发国际 资产管理有限公司 100%股份
待插入招股章程的投资者描述:	GF International Investment Management Limited (“GF International Investment Management”) (central number in the Hong Kong Securities and Futures Commission license: AXL121) was established in December 2010 with a registered capital of HK\$500 million, holding licenses from the SFC for Type 1 (securities trading), Type 4 (advising on securities), and Type 9 (asset management) regulated activities. It is a wholly-owned subsidiary of GF Fund Management. The subscription of the Offer Shares as a cornerstone investor will be made by GF International Investment Management in its capacity as the discretionary investment manager of

certain funds and/or independent segregated accounts under its management. Save for Lavender Paul Andrew, Michael Sihong Ren, Li Shuwei and Qin Tianyu (each being an Independent Third Party to its best knowledge), no other single ultimate beneficial owner holds 30% or more interest in such funds and/or independent segregated accounts and, to the best knowledge of GF International Investment Management, each fund and/or account is an Independent Third Party.

The Offer Shares to be allocated and issued to GF Fund Management and GF International Investment Management in their capacity as investment managers acting as agents on behalf of certain clients, will be held on a discretionary basis for and on behalf of clients who are Independent Third Parties to the best knowledge of GF Fund Management and GF International Investment Management.

廣發國際資產管理有限公司（「**廣發國際資產管理**」）（香港證券及期貨事務監察委員會中央編號：AXL121）於2010年12月成立，註冊資本為500百萬港元，持有證監會頒發的第1類（證券交易）、第4類（就證券提供意見）和第9類（提供資產管理）受規管活動牌照。該公司為廣發基金管理的全資附屬公司。廣發國際資產管理作為其管理的若干基金及／或獨立隔離賬戶的全權投資經理，將以基石投資者的身份認購發售股份。除Lavender Paul Andrew、Michael Sihong Ren、Li Shuwei及Qin Tianyu（就其所知均為獨立第三方）外，概無其他單一最終實益擁有人於該等基金及／或獨立隔離賬戶持有30%或以上的權益，且就廣發國際資產管理所知，各基金及／或賬戶均為獨立第三方。

分配及發行予廣發基金管理及廣發國際資產管理（二者均以投資管理人身份代理特定客戶進行投資）的發售股份將根據全權

委託安排代其客戶持有。據廣發基金管理
及廣發國際資產管理所知，相關客戶均為
獨立第三方。

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
全权托管投资组合

附表 3 专业投资者待遇通知

甲部 – 机构投资者待遇通知

1. 因阁下属于证券及期货条例附表1第一部有关“专业投资者”定义第(a)至(i)段以及其附属法例所述的一类人士，故阁下为专业投资者（“**机构专业投资者**”）。
2. 由于阁下为机构专业投资者，我们自然而然被豁免遵守证券及期货事务监察委员会持牌人或注册人操守准则（“**操守准则**”）项下若干要求，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
 - 2.1 关于客户的信息
 - (i) 建档记录阁下的财务情况、投资经验和投资目标，但不适用于我们提供有关企业融资的意见的情况；
 - (ii) 确保推荐的意见或招揽行为切合阁下的财务情况、投资经验和投资目标；
 - (iii) 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识并对阁下进行分类；
 - 2.2 客户协议
 - (i) 就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；
 - 2.3 给客户的信息
 - (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；
 - (iv) 为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）；
 - 2.4 全权委托账户
 - (i) 在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；以及
 - (ii) 每年一次说明并确认本附表三甲部第2.4(i)段所述的授权。
3. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

乙部 – 法团专业投资者认定通知

1. 因阁下属于《证券及期货（专业投资者）规则》（香港法例第571D章）（“**专业投资者规则**”）第3(a)、(c)及(d)条中所述的一类人士，故阁下为专业投资者（“**法团专业投资者**”）。
以下人士为专业投资者规则第3(a)、(c)及(d)条项下的法团专业投资者：
 - (i) 指任何按一个或多个信托作为受托人被委托管理不少于4,000万港

元（或任何等值外币）总资产的信托法团，以上金额以有关日期当日的总资产为准，或者：

- (A) 以记载于：
 - (I) 该信托法团的；并
 - (II) 在有关日期前16个月内；
拟备的最近期经审计财务报表的总资产为准；
- (B) 以记载于：
 - (I) 该信托或其中任意一个相关信托的；并
 - (II) 在有关日期前16个月内；或
拟备的一份或多份最近期经审计财务报表的总资产为准；或者
- (C) 以参照记载于：
 - (I) 该信托或其中任意一个相关信托的；并
 - (II) 在有关日期前12个月内；
发给该信托法团的一份或多份保管人结单的总资产为准
- (ii) 具备以下条件的任何法团或合伙企业：
 - (A) 拥有不少于800万港元（或任何等值外币）的投资组合，
或
 - (B) 拥有不少于4,000万港元（或任何等值外币）总资产，
以上金额以有关日期当日为准，或是参照：
 - (C) 记载于：
 - (I) 该法团或合伙企业（取其适用者）的；并
 - (II) 在有关日期前16个月内
拟备的最近期经审计财务报表的数额为准；或
 - (D) 参照记载于有关日期前12个月内发给该法团或合伙企业
（取其适用者）的一份或多份保管人结单的数额为准；
以及
- (iii) 在有关日期当日唯一业务是持有投资项目并由以下一名或多名人士全资拥有的法团：
 - (A) 符合第(i)段所述的信托法团；
 - (B) 符合专业投资者规则第3(b)条的单独或联同其有联系者于联
权共有账户拥有上述者的个人；
 - (C) 符合第(ii)段所述的法团；
 - (D) 符合第(ii)段所述的合伙企业。

2. 我们已按照操守准则第15.3A段对阁下进行评估（“**法团专业投资者评估**”），结论为：

- (a) 阁下符合以上第1段对“专业投资者”的定义，并符合法团专业投资者评估的准则，这特指阁下有恰当的企业结构和投资程序及控制，且负责代表阁下作出投资决定的人士具备充分的投资背景，而且，阁下亦知悉本协议项下拟投资的相关产品及/或市场所涉及的风险。

或

- (a) 阁下符合以上第 1 段对“专业投资者”的定义，但不符合法团专业投资者评估的准则。
3. 如第2(a)段适用，阁下同意被视为法团专业投资者，并明白同意被视为法团专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
- 3.1 关于客户的信息
- (i) 建档记录阁下的财务情况、投资经验或投资目标，除非我们提供有关企业融资的意见，则不在此列；
 - (ii) 确保推荐的意见或招购活动切合阁下的财务情况、投资经验和投资目标；
 - (iii) 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识对阁下进行分类；
- 3.2 客户协议
- (i) 就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；
- 3.3 给客户的信息
- (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；
 - (iv) 为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）；
- 3.4 全权委托账户
- (i) 在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；及
 - (ii) 每年一次说明并确认本附表三甲部第2.4(i)段所述的授权。
4. 如适用第2(b)段，阁下同意被视为专业投资者，并明白同意被视为专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
- 4.1 给客户的信息
- (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；及
 - (iv) 为向阁下提供该计划的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）
5. 阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为法团专业投资者。
6. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

两部 – 个人专业投资者认定通知

1. 因阁下属于《证券及期货（专业投资者）规则》（香港法例第 571D章）（“**专业投资者规则**”）第 3(b)条中所述的一类人士，故阁下为专业投资者（“**个人专业投资者**”）。
以下人士为专业投资者规则第3(b)条项下的个人专业投资者：
 - (i) 单独或联同其联系人于某联权共有账户拥有不少于800万港元（或等值外币）的投资组合的个人，以上金额以有关日期当日为准，或者：
 - (A) 以有关日期前12个月内记载于该人的审计师或专业会计师所发出的证明书为准；或
 - (B) 以参照有关日期前12个月内发给该人（单独或联同其联系人）的一份或多份保管人结单予以确定。
2. 阁下同意就所有投资产品及市场被视为个人专业投资者，并明白同意被视为个人专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
 - (i) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (ii) 在替阁下进行交易后尽速确认交易的要目；及
 - (iii) 和为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）。
3. 阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为个人专业投资者。
4. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。
5. 如果我们向阁下招售或推荐任何金融产品，有关的金融产品必须合理地切合阁下的财务情况、投资经验和投资目标。本协议乃至我们可能端请阁下签署的其它文件或作出的声明中，均无其它条文减损本附表三丙部本第5段。

JIAXIN INTERNATIONAL RESOURCES INVESTMENT LIMITED
(佳鑫國際資源投資有限公司)

AND

FULLGOAL ASSET MANAGEMENT (HK) LIMITED

AND

CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG
SECURITIES LIMITED

CORNERSTONE INVESTMENT AGREEMENT

TABLE OF CONTENTS

<u>Clause</u>	<u>Page</u>
1. DEFINITIONS AND INTERPRETATIONS	4
2. INVESTMENT	9
3. CLOSING CONDITIONS	10
4. CLOSING.....	11
5. RESTRICTIONS ON THE INVESTOR.....	13
6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES	15
7. TERMINATION.....	27
8. ANNOUNCEMENTS AND CONFIDENTIALITY	28
9. NOTICES	29
10. GENERAL	30
11. GOVERNING LAW AND JURISDICTION.....	32
12. IMMUNITY	33
13. COUNTERPARTS	33
14. ANTI-BRIBERY.....	33
SCHEDULE 1 INVESTOR SHARES.....	37
SCHEDULE 2 PARTICULARS OF INVESTOR	38
SCHEDULE 3 PROFESSIONAL INVESTOR TREATMENT NOTICE	38

THIS AGREEMENT (this “**Agreement**”) is made on August 19, 2025

BETWEEN:

- (1) **JIAXIN INTERNATIONAL RESOURCES INVESTMENT LIMITED** (佳鑫國際資源投資有限公司), a company incorporated in Hong Kong with limited liability, whose registered office is at Room 4501, 45/F, Office Tower, Convention Plaza, 1 Harbour Road Wanchai Hong Kong (the “**Company**”);
- (2) **FULLGOAL ASSET MANAGEMENT (HK) LIMITED**, a company incorporated in Hong Kong whose registered office is Room 2601 and 2608 Two Exchange Square, 8 Connaught Place, Hong Kong (the “**Investor**”); and
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**” or the “**Sole Sponsor**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange and the AIX (each as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of the number of Shares as described in the Prospectus (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of the number of Shares as described in the Prospectus (subject to reallocation and the Over-allotment Option as described in the Prospectus) offered by the Company outside the United States (including to professional and institutional investors within Hong Kong) in offshore transactions in reliance on Regulation S under the Securities Act (the “**International Offering**”).
- (B) CICC is acting as the Sole Sponsor of the Global Offering and for the purpose of this Agreement, the sole representative (the “**Sole Representative**”) on behalf of the underwriters of the Global Offering.
- (C) China Galaxy International Securities (Hong Kong) Co., Limited of 20/F Wing On Centre, 111 Connaught Road Central, Hong Kong (“**China Galaxy**”, together with CICC, the “**Overall Coordinators**” and each an “**Overall Coordinator**”). CICC and China Galaxy are acting as the Overall Coordinators of the Global Offering.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, including its recitals and schedules, each of the following terms and expressions shall have the following meanings unless otherwise specified:

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

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

“Aggregate Investment Amount” means the amount equal to the Offer Price multiplied by the number of Investor Shares to be purchased by the Investor pursuant to this Agreement;

“AIX” means the Astana International Exchange;

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

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

“Brokerage” means brokerage calculated as 1.0% of the Aggregate Investment Amount in respect of the Investor Shares purchased by the Investor under this Agreement as required by paragraph 7(1) of the Main Board Fee Rules of the Listing Rules;

“business day” means any day (other than Saturday, Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“CCASS” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“Closing” means closing of the subscription by the Investor, and the issue, allotment, placing, allocation and/or delivery (as the case may be) by the Company, of the Investor Shares in accordance with the terms and conditions of this Agreement;

“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;

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

“connected relationship” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“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;

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission;

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

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

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares or any interest in them, or agreeing, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities

convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

“**FINI**” shall have the meaning ascribed to such term to in the Listing Rules;

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

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

“**Group**” means the Company and its subsidiaries;

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

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

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

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

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

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

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

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

“**Investor Shares**” means the number of Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Sole Representative;

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

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and AFRC transaction levy of 0.00015% (or the prevailing

transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

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

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

“Lock-up Period” has the meaning given to it in clause 5.1;

“MIC” means the Ministry of Industry and Construction of Kazakhstan, which starting from September 1, 2023 is the competent authority in the mining industry of Kazakhstan;

“Offer Price” means HK\$10.92 per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

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

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

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

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“Regulation S” means Regulation S under the Securities Act, as amended supplemented or otherwise modified from time to time;

“Regulators” has the meaning given to it in clause 6.2(i);

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

“RMB” means the lawful currency of the PRC;

“Securities Act” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

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

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

“Shares” means the ordinary share(s) in the share capital of the Company, which are to be traded in (i) Hong Kong dollars and proposed to be listed on the Stock Exchange under the Hong Kong Offering and International Offering (excluding the AIX Offering) and (ii) RMB and proposed to be listed on the AIX under the AIX Offering;

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

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

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

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

“U.S. Person” has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:

- (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be jointly waived by the Company, the Sole Representative and the Sole Sponsor and other terms and conditions of this Agreement:

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Sole Representative will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering at the Closing and through the Sole Representative and/or their affiliates in their capacities as representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The number of the Investor Shares is set out in Schedule 1.

3. CLOSING CONDITIONS

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

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) [intentionally left blank];
- (c) neither of the Hong Kong Underwriting Agreement and the International Underwriting Agreement having been terminated;
- (d) the Listing Committee of the Stock Exchange and the AIX having granted the approval for the listing of, and permission to deal in, the Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange and the AIX (as the case maybe);
- (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date, the Closing, as applicable) accurate and true in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be jointly waived by the Company, the Sole Representative and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sole

Representative and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Sole Representative to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Representative and/or the Sole Sponsor shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, and no liability of the Company, the Sole Representative or the Sole Sponsor to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or not completed for any reason by the dates and times contemplated or at all. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Sole Representative and/or the Sole Sponsor or their respective affiliates, their affiliates' officers, directors, supervisors, employees, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sole Representative (and/or its respective affiliates) in its capacity as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Sole Representative.
- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sole Representative) by same day value credit at or before 5:30 p.m. (Hong Kong time) on the business day prior to the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sole Representative in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to

such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sole Representative in writing no later than two (2) business days prior to the Listing Date as determined in accordance with clause 4.3.

- 4.4 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Sole Representative, the Sole Sponsor and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sole Representative and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sole Representative and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any of the terms of this Agreement.
- 4.6 Each of the Company, the Sole Representative and the Sole Sponsor shall not be liable for any failure or delay in the performance of its obligations under this Agreement if it is prevented or delayed from performing its obligations under this Agreement and each of the Company, the Sole Sponsor and the Sole Representative shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company, the Sole Representative or the Sole Sponsor (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak or escalations of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, SARS, H5N1, MERS, Ebola virus and COVID-19), declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.
- 4.7 In the event that the requirements pursuant to (i) Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, (ii) the requirement to be held by the public under Rule 8.08(1) of the Listing Rules; (iii) the minimum free float requirement under Rule 8.08A; or (iv) PN18 of the Listing Rules cannot be met, the Sole Sponsor, Sole Representative and the Company may, at its sole and absolute

discretion, adjust the allocation of the number of Offer Shares subscribed by investors to comply with the requirements of the Listing Rules.

5. RESTRICTIONS ON THE INVESTOR

5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Sole Representative and the Sole Sponsor that,

- (a) without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, whether directly or indirectly, at any time during the period of six (6) months from and including the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and
- (b) in the event of a disposal (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor shall, and shall cause its affiliates to ensure that (i) such disposal will comply with all applicable Laws and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO; and (ii) such disposal will not create a disorderly and false market in the Shares.

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

- (a) no less than ten (10) business days’ prior written notice of such transfer is provided to the Company, the Sole Sponsor and the Sole Representative, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company and the Sole Representative, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company and the Sole Representative may require;
- (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sole Representative and the Sole

Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation, the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

- (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sole Representative and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (i) not and will not be a U.S. Person; (ii) is not acquiring the Relevant Shares for the account or benefit of any U.S. Persons; (iii) is and will be located outside the United States; and (iv) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sole Representative and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor and its associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital.

5.4 the Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sole Representative and/or the Sole Sponsor, provide reasonable evidence to the Company, the Sole Representative and the Sole Sponsor showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book

building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering, unless otherwise permitted under the applicable Laws or by the Stock Exchange.

- 5.5 The Investor, and its affiliates, associates, directors, supervisors, officers, employees or agents have not entered into and shall not enter into any arrangement or agreement, including but not limited to any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide for New Listing Applicants or written guidance published by Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, officers, employees or agents have entered into or will enter into such arrangements or agreements.
- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 the Investor agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sole Representative and the Sole Sponsor that:
- (a) each of the Company, the Sole Representative, the Sole Sponsor and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all), and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason;
 - (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
 - (c) the information and supporting documentation in relation to the Investor (including without limited to its ownership and other matters) as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Sole Sponsor, the Overall Coordinators, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Sole Representative;

- (d) [intentionally left blank];
- (e) the Investor Shares will be subscribed for by the Investor through the Sole Representative and/or its affiliates in their capacities as representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the Investor is not an affiliate of the Company or a person acting on behalf of such an affiliate;
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide for New Listing Applicants or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Sole Representative, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, (ii) Rule 8.08(1) of the Listing Rules, (iii) the minimal free float requirement under Rule 8.08A of the Listing Rules, or PN18 of the Listing Rules;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Representative and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) neither the Company, the Sole Representative, the Sole Sponsor nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) if the Investor is subscribing for the Investor Shares in reliance on Regulation S, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;

- (n) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (o) it understands that none of the Company, the Sole Representative, the Sole Sponsor or any of the international underwriters of the International Offering has made any representation as to the availability of Regulation S or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (p) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO about the Company, its “affiliate” (as defined in Rule 501(b) of Regulation D under the Securities Act) or otherwise in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers, agents, partners and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information no longer constitutes the aforementioned non-public information and/or inside information as defined in the SFO through no fault on the part of the Investor, or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular(s) provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and

completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, and/or its representatives shall form the basis of any contract or commitment whatsoever;
- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor, and/or its representatives; and
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor, any of their respective affiliates, nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S under the Securities Act) with respect to the Shares;
- (u) the Investor has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to

the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

- (w) none of the Sole Representative, the Sole Sponsor, the other underwriters and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;
- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (y) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including, but not limited to tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including, but not limited to, tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole

Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators the Sole Sponsor or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, legal, regulatory, financial, accounting, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor, the underwriters, their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, nor any other parties involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;
- (aa) in the event that the Global Offering is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (bb) the Investor will not bring any claim against the Company, the Sole Sponsor, the Overall Coordinators, and the underwriters or their respective officers, directors, employees, staff, subsidiaries, agents, affiliates, representatives or advisers for losses and liabilities suffered or incurred by it in connection with the transactions contemplated under this Agreement;
- (cc) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of number Shares being offered, as may be approved by the Stock Exchange and the AIX and in compliance with applicable Laws;
- (dd) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date;
- (ee) any trading in the Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange (including without limitation to the Stock Exchange and the AIX); and
- (ff) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares.

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Sole Representative and the Sole Sponsor that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to such Investor or would require any registration or licensing within the jurisdiction that such Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sole Sponsor and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor , and the performance by of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject

in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide, or cause to or procure to be provided information, either directly or indirectly through the Company, the Sole Sponsor and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC, the AIX, the MIC and any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription and acquisition of the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription and acquisition of the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. the Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, advisers and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Sole Sponsor or the underwriters in connection with

the Global Offering and the transactions contemplated thereunder, and it has read and understood the Professional Investor Treatment Notice as set out in Schedule 3 to this Agreement (the “**Professional Investor Treatment Notice**”) and acknowledges and agrees to the content (including any representations, waivers and consents) of the Professional Investor Treatment Notice in relation to its purchase of the Investor Shares pursuant to this Agreement. For the purposes of this clause, “we” in the Professional Investor Treatment Notice shall mean the Company, the Sole Sponsor and their respective affiliates, “you” shall mean the Investor and “our” and “your” shall be construed accordingly;

- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) if the Investor is subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) each of the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not constitute a “connected transaction” (as defined in the Listing Rules) or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such core connected person in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 5 in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders, unless disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing;

- (p) the Investor will provide the required information to be submitted to the Stock Exchange and Hong Kong Securities Clearing Company Limited (“HKSCC”) through HKSCC’s FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Sole Representative involved in the Global Offering;
- (q) the Investor will subscribe for the Investor Shares using its own funds and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (r) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Sole Representative, the joint global coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the underwriters of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (t) neither the Investor, beneficial owner(s) nor their respective associates is a director of the Company or its associates or a nominee of any of the foregoing except that a waiver or consent is obtained from the Stock Exchange;
- (u) save as previously notified to the Sole Representative and Sole Sponsor in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide for New Listing Applicants;

- (x) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by its subsidiaries, by any connected person of the Company, by any one of the Sole Representative, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide for New Listing Applicants) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholders, any member of the Group or their respective affiliates, directors, officers, employees or agents;
- (z) none of the Investor or any of associates has applied for or place an order or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
- (bb) save as previously disclosed to the Company, the Sole Representative and the Sole Sponsor in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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

making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading and will promptly notify in writing of any changes to such description and provide updated information and/or supporting documents to the Company, the Sole Sponsor and the Sole Representative.

- 6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sole Representative, the Sole Sponsor, the underwriters, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and the Investor agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Sole Sponsor and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it (within the meaning of the Securities Act, as amended) as well as its respective officers, directors, employees, staff, associates, partners, advisors, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription for the Investor Shares and the transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor (where any Relevant Shares are to be held by such wholly-owned subsidiary of the Investor) or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of Hong Kong;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

- (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the Shares then in issue and to be listed on the Stock Exchange and shall conform with the description with the Shares as described in the Prospectus;
- (d) none of the Company and its controlling shareholders (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide for New Listing Applicants and written guidance issued by the Hong Kong regulators from time to time) with any of the Investors, or its affiliates, directors, supervisors, officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 or 4.7;
- (b) solely by the Company, or by each of the Sole Representative and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (including a material breach of the representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the indemnification obligation under clause 6.5 and the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above and for the avoidance of doubt, clause 6.5 and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

- 8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Sole Representative, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Representative and/or the Sole Sponsor is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Sole Representative and/or the Sole Sponsor in connection with the Global Offering;
 - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and
 - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Sole Representative and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sole Representative and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that

no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sole Representative and the Sole Sponsor and their respective counsels. The Investor hereby agrees that it will review the description in relation to it to be included in such drafts of the Public Documents from time to time provided to the Investor and to suggest such amendments as may be required so as to enable such description in relation to it to be true and accurate in all respects and is not misleading.

- 8.4 the Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 9.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sole Representative or the Sole Sponsor to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company and the Sole Sponsor to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 10.2 to the following addresses:

If to the Company, to:

Address:	Room 4501, 45/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong
Email:	erica@jiaxinltd.com>
Facsimile:	N/A
Attention:	Ms. Liu Wenjing

If to the Investor, to:

Address:	Room 2601 and 2608 Two Exchange Square, 8 Connaught Place, Hong Kong
Email:	fg-operation@fullgoal.com.hk
Facsimile:	37133022
Attention:	operation

If to CICC, to:

Address:	29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Email:	IB_PROJECTWHKIPO@cicc.com.cn ECM_PROJECTWHKIPO@cicc.com.cn
Facsimile:	+852 2872 2101

Attention:

Project W Deal Team

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

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Sole Representative and Sole Sponsor as provided in this Agreement are several (and not joint or joint and several). None of the Sole Representative or the Sole Sponsor will be liable for any failure on the part of any of the other Sole Representative or Sole Sponsor to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Overall Coordinator or Sole Sponsor to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Sole Representative and Sole Sponsor shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Sole Representative or Sole Sponsor, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sole Representative shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of this Agreement and for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Sole Representative and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.

- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement among the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 11.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 11.11(a).
- 10.12 Each of the Sole Representative and the Sole Sponsor has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Sole Representative or Sole Sponsor shall, severally not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any

breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sole Representative and the Sole Sponsor shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof or any disputes regarding non-contractual obligations arising out of it (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a

national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each of the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. COUNTERPARTS

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

14. ANTI-BRIBERY

- 14.1 Each of the Company, the Investor hereby undertakes not to commit any form of bribery and corruption whether by itself, its directors, supervisors, officers employees, partners or agents (if applicable) at all times in connection with and throughout the course of this Agreement and thereafter, whether in Hong Kong or elsewhere. Each of the Company, the Investor confirms and acknowledges that it must comply with the relevant laws and regulations on the prevention of bribery. Each of the Company, the Investor must not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage of any kind (or implied that it will or might do any such thing in future) in any way connected with this Agreement.

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

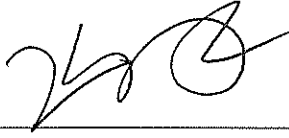
为且代表
佳鑫國際資源投資有限公司



姓名：刘力强
职位：董事长及执行董事

For and on behalf of

FULLGOAL ASSET MANAGEMENT (HK) LIMITED
(富国资产管理（香港）有限公司)



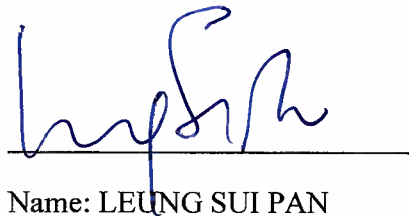
Name: Zhang Feng

Title: Director

[Signature Page to Cornerstone Investment Agreement]

For and on behalf of

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG
SECURITIES LIMITED**

A handwritten signature in blue ink, appearing to read 'LSP', is written over a horizontal line.

Name: LEUNG SUI PAN

Title: Vice President

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) HK\$23,478,000 (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 400 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide for New Listing Applicants and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sole Sponsor, the Sole Representative and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders.

The Company and the Sole Representative can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with the relevant requirements under the Listing Rules including without limitation the minimum public float requirements under Rule 8.08(1) and Rule 8.08(3) of the Listing Rules, the minimal free float requirements under Rule 8.08A and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

The Investor:	FULLGOAL ASSET MANAGEMENT (HK) LIMITED
Place of incorporation:	Hong Kong SAR
Company registration number / Certificate of incorporation number (as applicable):	1698831
Business registration number:	59341794
LEI number:	254900BGN6AHGXC6PX95
Principal activities:	Asset Management
Ultimate controlling shareholder:	Fullgoal Fund Management Co., Ltd
Place of incorporation of ultimate controlling shareholder:	China
Business registration number and LEI number of ultimate controlling shareholder:	310000400214240; 3003005N60MX1C6PHV30
Principal activities of ultimate controlling shareholder:	Public offering of securities investment fund management, fund sales, and specific customer asset management
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	Established in 2012 in Hong Kong, Fullgoal Asset Management (HK) Limited (“Fullgoal HK”) is a wholly owned subsidiary of Fullgoal Fund Management Co., Ltd. (“Fullgoal Fund”). Fullgoal HK has Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 9 (Asset Management) licenses issued by the SFC. The subscription of the Offer Shares as a cornerstone investor will be made by Fullgoal HK in its capacity as the sole management shareholder or investment manager of certain funds under its management, being one open-ended publicly raised securities investment fund and one asset management scheme. As confirmed by Fullgoal HK, no single ultimate beneficial owner holds 30% or more interest in such funds, and, to the best knowledge of Fullgoal HK, each of such funds is an Independent Third Party.

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

富國資產管理（香港）有限公司（「富國香港」）於2012年在香港成立，為富國基金管理有限公司（「富國基金」）的全資附屬公司。富國香港持有證監會頒發的第1類（證券交易）、第4類（就證券提供意見）及第9類（提供資產管理）牌照。富國香港作為其管理的若干基金（即一項開放式公開募集證券投資基金及一項資產管理計劃）的唯一管理層股東或投資經理，將以基石投資者的身份認購發售股份。經富國香港確認，概無單一最終實益擁有人於該等基金持有30%或以上的權益，且就富國香港所知，該等基金均為獨立第三方。

Cornerstone investor

SCHEDULE 3 PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR

1. You are a Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under the Code of Conduct for Persons Licensed by or Registered with the SFC (the “Code”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 2.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in light of your investment objectives, investment strategy and financial position; and
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 2.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 2.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about their business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
 - (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “Program”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and

- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule and confirm it on an annual basis.
- 3. You agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART B – IF YOU ARE A CORPORATE INVESTOR:

- 1. You are a Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”).

The following persons are Corporate Professional Investors under sections 3(a), (c) and (d) of the Professional Investor Rules:

- (i) any trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million at the Relevant Date (as defined below);
- (ii) any corporation having, at the Relevant Date (as defined below):
 - (A) a portfolio of not less than \$8 million; or
 - (B) total assets of not less than \$40 million;
- (iii) a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:
 - (A) a trust corporation specified in paragraph (i);
 - (B) an individual specified in section 5(1) of the Professional Investor Rules;
 - (C) a corporation specified in this paragraph or paragraph (ii);
 - (D) a partnership specified in section 7 of the Professional Investor Rules;
 - (E) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO;
- (iv) a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph (ii); or
- (v) a partnership having, Relevant Date (as defined below):
 - (A) a portfolio of not less than \$8 million; or
 - (B) total assets of not less than \$40 million.

In this paragraph, the total assets entrusted to a trust corporation, the portfolio of an individual, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following (“**the Relevant Date**”):

- (i) for a trust corporation, corporation or partnership, the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;
 - (ii) for a trust corporation, individual, corporation or partnership, any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), individual, corporation or partnership.
2. The Overall Coordinators have made an assessment on you as a Corporate Professional Investor in relation to all investment products and markets in accordance with Paragraph 15.3A of the Code.
3. You consent to being treated as a Corporate Professional Investor, understand the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
- 3.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 3.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 3.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;

- (ii) inform you about their business and the identity and status of employees and others acting on their behalf with whom you will have contact;
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (iv) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

3.4 Discretionary accounts

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
 - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule and confirm it on an annual basis.
4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
5. You agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

佳鑫国际资源投资有限公司

及

富国基金管理有限公司

及

中国国际金融香港证券有限公司

基石投资协议

目录

条款	页码
1. 定义和解释	4
2. 投资	9
3. 完成条件	10
4. 完成	12
5. 对投资者的限制	13
6. 承认、声明、承诺及保证	15
7 终止	25
8 公告及机密性	25
9 通知	27
10 一般事项	28
11 管辖法律及司法权区	30
12 豁免权	30
13 法律文书代收人	30
14 副本	31
15 反贿赂	30
附表 1 投资者股份	36
附表 2 投资者详情	37
附表 3 专业投资者待遇通知	38

本协议（下文简称「本协议」）乃于 2025 年 8 月 19 日订

立，订约方：

- (1) **佳鑫国际资源投资有限公司**（一家于香港成立的有限责任公司，其注册办公地址位于香港湾仔港湾道 1 号会展广场办公大楼 45 楼 4501 室，下文简称「**本公司**」）；
- (2) **富国基金管理有限公司**（一家在中国注册成立的公司，注册办事处位于中国(上海)自由贸易试验区世纪大道 1196 号世纪汇办公楼二座 27-30 层，下文简称「**投资者**」）；
- (3) **中国国际金融香港证券有限公司**（地址：香港中环港景街 1 号国际金融中心一期 29 楼，下文简称「**中金**」或「**独家保荐人**」）。

鉴于：

- (A) 本公司已申请通过全球发售（「**全球发售**」）使其股份（定义见下文）在香港联交所和 AIX（定义分别见下文）上市，全球发售的内容包括：
 - (i) 本公司通过公开发售以供香港公众认购按照招股章程所述数量之股份（按照招股章程所述可予重新分配）（定义见下文）（「**香港公开发售**」）及
 - (ii) 本公司根据证券法 S 规例在美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的照按招股章程所述数量之股份（取决于招股章程所述可予重新分配及视乎超额配股权行使与否而定）（「**国际发售**」）。
- (B) 中金担任全球发售的独家保荐人并且就本协议而言，代表全球发售承销商的独家代表（「**独家代表**」）。
- (C) 中国银河国际证券(香港)有限公司（地址：香港上环干诺道中 111 号永安中心 20 楼，下文简称「**中国银河**」）（中金及中国银河，下文统称为「**整体协调人**」或各自称为「**整体协调人**」。中金及中国银河担任全球发售的整体协调人。
- (D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其序文和附表），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，除非文意另有所指，就任何特定个人或实体而言，直接或间接或通过一或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**AIX**」指阿斯塔纳国际交易所；

「**MIC**」指哈萨克斯坦工业和建设部，自 2023 年 9 月 1 日起成为哈萨克斯坦矿业主管部门；

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以根据本协议下投资者购买的投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据上市规则主板费用规则就投资者在本协议项下购买投资者股份按投资总额 1.0%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周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及管理之香港中央结算及交收系统；

「**完成**」指投资者根据本协议的条款及条件完成投资者股份认购或本公司根据本协议的条款及条件完成投资者股份的发行、分配、配售和/或交付（视情况而定）；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**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**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**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；

「**处置**」包括，就任何相关股份而言，直接或间接；

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或设置任何产权负担或同意设置任何产权负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份或其任何利益的任何其他证券的任何法定或实益权益或代表接收该等相关股份或其任何权益的权利设立任何性质的第三方权利，或同意或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「**处置**」应作相应解释；

「**FINI**」具有《上市规则》所赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会(包括但不限于香港证监会与中国证监会)、理事会、实体、机关或机构或任何证券交易所(包括但不限于联交所和 AIX)、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家；

「**本集团**」指本公司及其于相关时间的附属公司；

「**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**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**受弥偿方**」具有第 6.5 条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关信息**」具有第 6.2(i)条所给予的涵义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的股份，该等股份数目将根据附表 1 计算，由本公司及独家代表厘定；

「**法律**」指所有相关司法权区的所有法律、成文法、立法、措施、条例以及任何政府机构（包括但不限于联交所、香港证监会及中国证监会）的规则、法规、指引、指南、决定、意见、公告、通知、命令、判决、法令或裁决；

「**征费**」指香港证监会的 0.0027%交易征费（或于上市日期收取的现行交易征费），联交所的 0.00565%交易费（或者于上市日期收取的现行交易征费）以及会财局的 0.00015%交易征费（或者于上市日期收取的现行交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指股份在联交所主板的初始上市日期；

「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引及其他要求，经不时修订、补充或另行修改；

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指股份将根据全球发售发售或出售的每股 10.92 港元价格（不包括经纪费及征费）；

「**超额配售权**」具有国际发售通函赋予的含义；

「**各方**」指本协议指定的各方，「**一方**」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「初步发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「专业投资者」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「招股章程」指本公司就香港公开发售在香港发布的最终招股章程；

「公开文件」指适用于国际发售的初步发售通函及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「合格境内机构投资者」指根据中国法律成立的合格境内机构投资者；

「合格机构买家」具有叙文(A)所给予的涵义；

「S 规例」指证券法项下的 S 规例（经不时修订、补充或通过其他方式修改）；

「监管机构」具有第 6.2(i)条赋予的含义；

「相关股份」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份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。

「证券法」指美国 1933 年证券法（不时经修订、补充或另行修改）；

「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」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「股份」指本公司股本中的普通股，此类股份将(i)以港元交易，并拟将通过香港发售和国际发售（不包括 AIX 发售）在香港联交所上市；以及(ii)以人民币交易，并拟将通过 AIX 发售在 AIX 上市；

「联交所」指香港联合交易所有限公司；

「附属公司」具有公司条例赋予的含义；

「美国」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「美元」指美国的法定货币；及

「美国人」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对「**条款**」、「**子条款**」或「**附表**」的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例、法规、法规或规则条文的提述应包括：
 - (i) 对该等法例、法规、法规或规则条文不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法规、法规或规则条文重新颁布的先前已作废法例、法规、法规或规则条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法规条文制定的任何附属立法的提述；
- (g) 凡提及「**法规**」的，包括任何政府、政府间或国际机构、机关、部门或任何监管、自我监管或其他机关或组织颁布的任何法规、规章、官方指令、规定或指南（是否具法律效力在所不论）；
- (h) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (i) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (j) 对「**包括**」的提述应解释为包括但不限于；及
- (k) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、独家代表及独家保荐人共同予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 投资者将在国际发售下并作为国际发售的一部分按发售价认购，本公司将按发售价发行、配发及配售且独家代表将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份，通过独家代表及/或彼等的联属人士（作为国际发售相关部分的国际包销商的代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征费。

2.2 投资者可通过在不晚于上市日前三十个营业日的时间书面通知本公司、独家代表及独家保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、独家代表及独家保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者 (i)无条件及不可撤销地向本公司、独家代表及独家保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契约；及(ii)共同及个别承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在第 2.2 条项下的义务构成应本公司、独家代表或独家保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、独家代表、或独家保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 投资者股份的数目载于附表 1。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及独家代表根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免（惟第 3.1(a)、3.1(b)、

3.1(c)、3.1(d)及 3.1(e)条所载的条件不可豁免，第 3.1(f)条所载的条件仅可由本公司、独家代表及独家保荐人共同予以豁免）方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) [已删除]；
- (c) 香港包销协议和国际包销协议均未终止；
- (d) 联交所和 AIX 上市委员会已授予股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于股份在联交所和 AIX（视情况而定）交易前撤销；
- (e) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（于本协议签署日、上市日和完成日在所有方面均准确、真实及不具误导性或欺骗性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、独家代表及独家保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、独家代表及独家保荐人共同予以豁免)，投资者认购投资者股份的义务以及本公司及独家代表发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快在商业上可行的情况下免息退还投资者，本协议将终止及不再生效，而本公司、独家代表及/或独家保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不被延迟或终止，若全球发售因任何原因延迟或终止或不再进行或未能于所述的日期及时间完成或根本无法完成，本公司、独家代表及独家保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因被延迟或终止、不再继续进行或未能在规定的日期及时间完成，提起针对本公司、独家代表及/或独家保荐人或其各自的联属人士，其各自的联属人士的高级职员、董事、监

事、员工、成员、联系人、合伙人、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过独家代表（及/或彼等的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及独家代表厘定的时间及方式，于国际发售完成之予以认购。
- 4.2 投资者应于上市日前一个营业日下午 5 时 30 分正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至独家代表在上市日前提前至少一（1）个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征费。
- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于二（2）个营业日由投资者通知独家代表指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 投资者股份的交割亦可以本公司、独家代表、独家保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的三（3）个营业日。
- 4.5 若投资总额及相关经纪费和征费（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、独家代表及独家保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、独家代表及独家保荐人的所有义务及责任将终止（但无损本公司、独家代表及独家保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条或本协议的任何条款全额支付投资总额及经纪费和征费或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.6 如本公司、独家代表及独家保荐人因超出本公司、独家代表或独家保荐人（视情况而定）控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病或疾病升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、SARS、H5N1、MERS、埃博拉病毒和新冠病毒）、爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电

气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任并有权中止本协议。

- 4.7 如(i)上市规则第 8.08(3)条规定的上市时由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；(ii)《上市规则》第 8.08(1)条规定的由公众人士持有的要求；(iii)《上市规则》第 8.08A 条规定的最低自由流通量规定；或 (iv)《上市规则》第 18 项应用指引无法得到满足，独家保荐人、独家代表和公司可凭全权绝对酌情权调整投资者认购的股份数目的分配，以符合《上市规则》的要求。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、独家代表及独家保荐人立约并承诺：

- (a) 未经本公司、独家代表及独家保荐人事先书面同意，在自上市日期起（包括上市日期）六（6）个月期间（下文简称「禁售期」）的任何时间内，投资者不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券），或同意、订立协议或公开宣布该等交易的意图；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易；或(iv) 同意、订立或公开宣布任何意图，进行上述 (i)、(ii) 和 (iii) 中所述的任何前述交易，在每种情况下，无论上述 (i)、(ii)和(iii)将通过以现金或其他方式交付相关股份或可转换为、可行使或可交换为相关股份的其他证券来结算；及
- (b) 如果在禁售期后的任何时间出售（或通过协议或合同或意向公告处置）任何相关股份，投资者将采取商业上合理的行动和尽最大努力确保(i)该等处置符合所有适用法律和所有有管辖权的司法辖区的证券交易所的规则（包括但不限于《公司（清盘及杂项条文）条例》、《公司条例》和《证券法》）；(ii)任何该等处置不会造成股份市场混乱和虚假。

- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前十（10）个营业日向本公司、独家保荐人及独家代表提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司和独家代表的要求使其满意可证明准受让人为投资者的全资附属公司；

- (b) 在该转让之前，该全资附属公司作出书面承诺（向本公司、独家代表及独家保荐人作出，以本公司、整体协调及独家保荐人为受益人，且条款令本公司、独家代表及独家保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括但不限于本协议第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予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应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、独家代表及独家保荐人作出，以本公司、独家代表及独家保荐人为受益人，且条款令本公司、独家代表及独家保荐人满意），同意（且投资者应承诺促使该等全资附属公司）受本协议项下的投资者义务约束（包括但不限于本协议第 5 条对投资者施加的限制），并作出本协议下相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身须受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是 (i) 并且将来不会成为美国人士；(ii) 不会为任何美国人士或为了任何美国人士的利益购买相关股份；(iii) 目前并且将来位于美国境外；及(iv) 按照 S 规例通过境外交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、独家代表及独家保荐人事先书面同意外，投资者、及其联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、独家代表及独家保荐人。

5.4 投资者同意，投资者乃基于其独立投资行为持有本公司的股本，应本公司、独家代表及/或独家保荐人的合理请求，投资者将向本公司、独家代表及独家保荐人提供合理的证据，证明投资者乃基于其独立投资行为持有本公司的股本。投资者不得，且应促使其控股股东、联属人士、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购股

份（投资者股份除外）或在香港公开发售中申请股份，除适用法律法规或联交所批准的情形外。

- 5.5 投资者及其联属人士、联系人、董事、监事、高级职员、员工或代理没有签订而不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括上市规则附录 F（股本证券的配售指引）、新上市申请人指南第 4.15 章或香港监管机关发布的书面指引）的安排或协议（包括但不限于任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、独家代表及独家保荐人同意、声明、保证、承诺、确认及承认：

- (a) 本公司、独家代表、独家保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，彼等无需对投资者负责；
- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
- (c) 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和支持文件（包括但不限于其所有权和其他事项）将与本公司、独家保荐人、整体协调人、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 上向独家代表披露；
- (d) [已删除]；
- (e) 投资者股份将由投资者通过、独家代表及/或彼等的联属人士（以国际发售的国际包销商的代表的身份行事）认购；由于投资者未依赖且无权依赖本公司的法律顾问或独家保荐人、整体协调人和国际发售的包销商的法律顾问出具的任何法律意见或其他意见或本公司、独家保荐人、整体协调人、包销商或其各自的联属人士就全球发售开展或出具的任何尽职调查、调查或其他专业意见，并已获得其认为必要或适当的独立意见，并且，对于购买投资者股份或有关投资者股份的任何交易的任何税务、法律、货币后果

或其他后果，本公司、独家保荐人、整体协调人或及彼等各自的联属人士、联系人、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理人及代表不承担任何责任；

- (f) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；
- (g) 投资者不是本公司的联属人士或代表该等联属人士行事的人士；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、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股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (i) 独家代表、独家保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(i)《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由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)《上市规则》第 8.08(1)条；(iii)《上市规则》第 8.08A 条规定的最低自由流通量规定；或(iv)《上市规则》第 18 项应用指引；
- (j) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或独家保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 本公司、整体协调人、独家保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区，发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (m) 若投资者根《证券法》S 规例认购投资者股份，投资者股份将构成于《证券法》第 144 条所指的「受限证券」；
- (n) 其明白及同意，转让投资者股份仅根据 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，并且在每种情况下，应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；

- (o) 其明白，本公司、独家代表或独家保荐人或国际发售的任何国际包销商均未作出关于证券法 S 规例或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (p) 除第 5.2 条规定者外，在投资者股份由投资者全资附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (q) 其已收到（且在日后可能收到）构成证券及期货条例界定的有关本公司、其“联属人士”（定义见美国证券法 D 规例第 501(b)条）或由于其他原因与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：（i）不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理、合伙人及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错不再构成以上所述证券及期货条例界定的非公开信息及/或内幕消息；（ii）应以其最大努力确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及（iii）不得并应确保其（已获根据第 6.1(o)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方

式)作出或接受任何认购、收购或购买任何股份或其他证券的要约或邀约;及

- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料(不论采用书面或口头方式)可能会在本协议签署后进行进一步的修订,投资者在决定是否投资于投资者股份时不应依赖该等信息,投资者特此同意该等修订(若有)并放弃其与该等修订(若有)有关的权利;
- (s) 本协议并不构成(不论共同或单独)在美国或其他任何司法权区出售证券的要约(若在该等司法权区作出该等要约属违法);
- (t) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就股份作出任何定向销售(定义见S规例);
- (u) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息,已获提供机会向本公司、整体协调人或独家保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、整体协调人或独家保荐人的回答,本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息;
- (v) 在作出投资决定时,投资者已经并将仅依赖本公司发出的国际发售通函所载的信息,而不依赖本公司、整体协调人及/或独家保荐人(包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士)或其代表于本协议日期或之前可能已向投资者提供的任何其他信息,本公司、整体协调人及/或独家保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证,本公司、整体协调人及/或独家保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责;
- (w) 整体协调人、独家保荐人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况(不论财务或其他)或与之相关的任何其他事项的保证、声明或建议(最终国际发售通函所载者除外);本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售

该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

- (x) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (y) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括但不限于税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司、整体协调人、独家保荐人或包销商获得或开展的关于全球发售的任何建议（包括但不限于税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、独家保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理人或代表均无需对于认购或交易投资者股份有关的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果负责；
- (z) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、独家保荐人、包销商、彼等各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人和代表、或参与全球发售的任何其他各方概未作出关于投资者股份将存在公开市场的保证；
- (aa) 若全球发售因任何原因未能完成，本公司、整体协调人、独家保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其/彼等各自的附属公司承担任何责任；
- (bb) 投资者不会就其因本协议预期交易而蒙受或招致的损失及责任，向本公司、独家保荐人、整体协调人及包销商或其各自的高级职员、董事、雇员、职员、附属公司、代理、联属人士、代表或顾问提出任何索偿；
- (cc) 本公司及独家代表拥有更改或调整(i)将根据全球发售发行的股份数目；(ii)将分别根据香港公开发售及国际发售发行的股份数目；及(iii)进行经联交所和 AIX 批准并符合适用法律的发售股份数量的其他调整或重新分配的绝对酌情权；
- (dd) 投资者已同意，投资总额及相关经纪费及征费的付款应于上市日上午 8 时正（香港时间）或之前或作出；

- (ee) 任何股份交易均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何具有管辖权的证券交易所（包括但不限于联交所和 AIX）的任何其他适用法律规定的股份交易限制；及
- (ff) 就相关股份而言，除遵守本协议中的限制规定外，任何要约、出售、质押或其他转让将不被本公司承认。

6.2 投资者向本公司、整体协调人及独家保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其破产、清算或清盘；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股章程草案和初步发售通函草案等），且该等接收和使用不违反适用于该投资者的所有法律，也不需要在该投资者所在的司法管辖区内进行任何注册或获得任何许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力，而该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准均未被撤销，投资者也不知悉任何可能导致批准失效、被撤销或被搁置的事实或情况。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、独家保荐人及整体协调人；
- (h) 投资者签署及交付本协议、履行本协议、投资者认购投资者股份以及完成本协议预期交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者

股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

- (i) 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、AIX、MIC 及任何其他政府、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、独家保荐人及 / 或整体协调人提供信息（包括但不限于：(i)投资者及最终实益拥有人及 / 或最终负责发出有关认购及购买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）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购及购买详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii)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(iv)投资者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、独家保荐人、独家代表各自及其各自联属人士、董事、监事、高级人员、雇员、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；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人或独家保荐人或包销商的客户，且其已阅读并理解本协议附表 3 所载的《专业投资者待遇通知》（“**专业投资者待遇通知**”），并承认并同意专业投资者待遇通知里关于根据本协议购买投资者股份的内容（包括任何陈述、弃权 and 同意。就本条款而言，专业投资者待遇通知中的“我们”是指公司、独家保荐人及其各自的联属人士，“您”是指投资者，“我们的”和“您的”应作相应解释；
- (l) 其基于独立投资决策，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，及该投资者无权提名任何人士担任本公司董事或高级职员；

- (m) 若投资者于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及/或联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会构成“关联交易”（定义见上市规则）或导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)具有履行本协议项下所有义务的财务能力；(iv)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；，(v)且不属于上市规则附录 F1（股本证券的配售指引）第 5 段所述任何类别的人士；及(vi)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、独家保荐人和整体协调人；
- (p) 投资者将提供香港中央结算公司的 FINI 系统向联交所及香港中央结算公司所需信息，并确保投资者提供的所有该等信息在所有方面均为真实、完整和准确的，且该等信息将与公司、联交所、证监会及其他监管机构共享，并将被纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；
- (q) 投资者基于独立投资决策认购投资者股份，投资资金来源为基金资产以履行其在本协议项下的付款义务；
- (r) 投资者、其实益拥有人及/或联系人并非全球发售的任何整体协调人、独家全球协调人、独家保荐人、账簿管理人、牵头经办人、包销商、牵头经纪人或任何分销商的「关连客户」，且不属于上市规则附录 F1（股本证券的配售指引）所述任何类别的人士。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (s) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；

- (t) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括在本协议签署之日前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人，除非获得联交所的豁免或同意；
- (u) 除先前已书面通知独家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；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）及新上市申请人指南第 4.15 章的条文；
- (x) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司附属公司、本公司任何关连人士、任何整体协调人、任何独家保荐人或全球发售的任何包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (y) 投资者或其联属人士、董事、高级职员、雇员或代理一方与本公司、其控股股东或本集团任何成员公司或其各自的联属人士、董事、高级职员、雇员或代理并无已订立或将订立任何不符合上市规则（包括新上市申请人指南第 4.15 章的条文）的协议或安排；
- (z) 除根据本协议外，投资者或其任何联系人均未通过簿记建档已申请或订立或将申请或订立全球发售下任何股份的订单；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；及
- (bb) 除非事先以书面形式向本公司、独家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、独家保荐人及独家代表声明及保证，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、独家保荐人及独家代表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。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、独家代表及/或独家保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及

代表本公司、独家代表及/或独家保荐人就全球发售可能发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、独家代表及/或独家保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性，并将将该等描述的任何变更立即书面通知本公司、独家保荐人和独家代表，以及提供最新信息和/或证明文件。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、独家代表、独家保荐人、包销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人及独家保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人、独家保荐人及全球发售的包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、雇员、员工、联系人、合伙人、顾问、代理及代表）（下文统称「**受弥偿方**」）因投资者或投资者的全资附属公司（如有任何相关股份将由投资者的该全资附属公司持有）或其的高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份和本协议项下预期交易、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有成本、费用、损失或开支，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。
- 6.7 本公司声明、保证及承诺：
- (a) 其已根据香港法律妥为注册成立及有效存续；

- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
 - (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，享有与其时发行及将于联交所上市的股份同等的权益，并应符合招股章程对股份的描述；
 - (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括新上市申请人指南第 4.15 章及香港监管机构不时发出的书面指引）的协议或安排（包括任何单边保证函）；及
 - (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2，4.6 或 4.7 条终止；
- (b) 若投资者（或在根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的声明、保证、承诺、确认及承认），本公司、独家代表或独家保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 在不影响第 7.3 条的前提下，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟第 6.5 条载列的弥偿义务及下文第 9.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 12 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。

- 7.3 尽管有上述规定及为避免疑义，第 6.5 条以及投资者在本协议中提供的弥偿条款在本协议终止后仍然有效。

8 公告及机密性

- 8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、独家代表、独家保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：
- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或独家保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的公开文件及本公司、整体协调人及/或独家保荐人就全球发售可能发布的营销及路演材料及其他公告；
 - (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
 - (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会与中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（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提交香港公司注册处登记及提供本协议作为展示文件）。
- 8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、独家代表及独家保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、独家代表及独家保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、独家代表及独家保荐人及彼等各自的顾问提供任何意见或验证文件。投资者在此同意其将审查不时提供给投资者的公开文件草稿中对其的描述，并提出可能需要的修改建议，以使其描述在所有方面均真实、准确且不具误导性。

- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、独家代表或独家保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司和独家保荐人能够遵守有管辖权的监管机构（包括联交所、香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 10.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至

地址：	香港湾仔港湾道 1 号会展广场办公大楼 45 楼 4501 室
电邮：	erica@jiaxinltd.com
传真：	N/A
收件人：	刘文静

若发送至投资者，则发送至：

地址：	上海市浦东新区世纪大道 1196 号世纪汇二座 27-30&38 层
电邮：	021-20361575
传真：	021-20513277
收件人：	卞嘉辉

若发送至中金，则发送至：

地址：	香港中环港景街 1 号国际金融中心一期 29 楼
电邮：	IB_PROJECTWHKIPO@cicc.com.cn ECM_PROJECTWHKIPO@cicc.com.cn
传真：	+852 2872 2101
收件人：	W 项目 Deal Team

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的独家保荐人及独家代表各自的义务是独立的（而不是共同的或连带的）。独家保荐人或独家代表对任何其他独家保荐人或独家代表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独家保荐人或独家代表强制执行本协议条款的权利。尽管有上述规定，各独家保荐人及独家代表应在适用法律允许的范围内有权单独或与任何其他独家保荐人或独家代表共同强制执行其在本协议下的任何或所有权利。
- 10.3 有明显错误外，本公司及独家代表为本协议目的就投资者股份数目及发售价以及投资者根据本协议必须支付的金额以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、独家代表及独家保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。
- 10.6 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.7 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.8 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.9 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.10 在本 10.10 条另有规定的范围内，并非本协议一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拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

- (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.10(a)分条所述人士同意。
- 10.11 独家代表及独家保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，独家代表或独家保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为各别但非共同承担责任。
- 10.12 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.13 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
- (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.14 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 10.15 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则本公司、独家代表及独家保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.16 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 11 管辖法律及司法权区**
- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

- 11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索或有关本协议所引发的任何非合同义务的争议（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 法律文书代收人

- 13.1 投资者不可撤销地委任 FULLGOAL ASSET MANAGEMENT (HK) LIMITED（地址为 Room 2601 and 2608 Two Exchange Square, 8 Connaught Place, Hong Kong）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。
- 13.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、独家代表及独家保荐人接受的替代法律文书代收人，并在 30 天内向本公司、独家代表及独家保荐人交付关于新法律文书代收人接受委任的文件副本。

14 副本

- 14.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

15 反贿赂

- 15.1 本公司、投资者各自在此承诺，无论其自身、其董事、监事、高级职员、雇员、合伙人或代理（如适用）在与本协议有关的任何时间及在本协议的整个过程中及之后，无论在香港或其他地区，均不会作出任何形式的贿赂和贪污行为。公司、投资者各自确认及承认必须遵守防止贿赂的相关法律和法规。公司、投资者不得以任何方式提供、许诺、给予、授权、索取或接受与本协议有关的任何不当的金钱或其他利益（或暗示其将或可能作出任何该等事项）。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

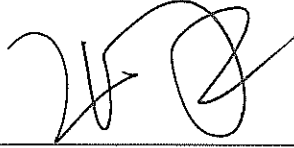
为且代表
佳鑫國際資源投資有限公司



姓名：刘力强
职位：董事长及执行董事

为及代表

富国基金管理有限公司

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes, positioned above a horizontal line.

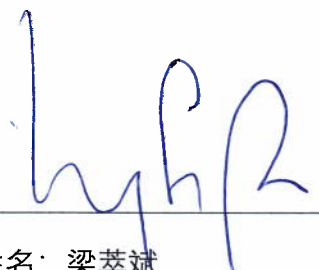
姓名：Zhang Feng

职衔：Director

[基石投资协议签名页]

为及代表

中国国际金融香港证券有限公司



A handwritten signature in blue ink, appearing to be 'Liang Cuiyi', is written over a horizontal line.

姓名：梁萃斌

职衔：副总经理

附表 1

投资者股份

投资者股份数目应等于(1) 26,518,128 港元（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位400股股份）。

根据上市规则第 18 项应用指引第 4.2 段、新上市申请人指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的股份重新分配的影响。倘香港公开发售中的股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，独家保荐人、独家代表及本公司可全权酌情调整投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定，即上市时由公众人士持有的证券中，由持股量最高的 3 名公众股东实际拥有的百分比，不得超过 50%。

本公司及独家代表可全权酌情调整投资者股份数目的分配，以符合上市规则的有关规定，包括但不限于上市规则第 8.08(1)条及第 8.08(3)条的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

投资者	富国基金管理有限公司 Fullgoal Fund Management Co. Ltd
注册成立地点:	PRC
公司注册号码/公司注册证书号码 (如适用):	310000400214240
商业登记号码:	310000400214240
法人机构识别编码:	none
主要活动:	Management of publicly offered securities investment funds, fund distribution, and management of specific client assets.
最终控股股东:	none
最终控股股东的注册成立地点:	none
最终控股股东的商业登记号码:	none
最终控股股东的主要活动:	none
股东及持有的权益:	Guotai Haitong Securities Co., Ltd 27.775%; Shenwanhongyuan securities Co., Ltd. 27.775%; Bank of Montreal. 27.775%; Shandong Financail Asset Management Co., Ltd. 16.675%.
待插入招股章程的投资者描述:	Fullgoal Fund is a fund management company established in China in April 1999, and is one of the first ten fund management companies authorized by the CSRC and other regulatory authorities to obtain full licenses to provide asset management services in the PRC. Fullgoal Fund has a registered capital of RMB520 million and its main scope of business includes the provision of traditional fund management services, fund raising, fund sale and asset management solutions to both domestic and overseas clients. Fullgoal Fund is a QDII approved by the

relevant PRC authority and is also the first fund management company with foreign equity participation among the first ten fund management companies in China. The relevant funds proposed to subscribe for the Offer Shares under the management of Fullgoal Fund are open-ended publicly raised securities investment funds registered with the CSRC. Each of such funds has a wide spread of ultimate clients, none of whom holds more than 30% interest therein, and to the best knowledge of Fullgoal Fund, each fund is an Independent Third Party.

The shareholders of Fullgoal Fund include (i) Guotai Haitong Securities Co., Ltd. (國泰海通證券股份有限公司) holding 27.775% in Fullgoal Fund; (ii) Shenwan Hongyuan Securities Co., Ltd. (申萬宏源證券股份有限公司) holding 27.775% in Fullgoal Fund; (iii) Bank of Montreal holding 27.775% in Fullgoal Fund, and (iv) Shandong Financial Asset Management Co., Ltd. (山東省金融資產管理股份有限公司), holding 16.675% in Fullgoal Fund.

富國基金為一家於 1999 年 4 月在中國成立的基金管理公司，亦為首批獲中國證監會等監管機構批准的十家基金管理公司之一，已取得在中國提供資產管理服務的所有牌照。富國基金的註冊資本為人民幣 520 百萬元，其主要業務範圍包括向國內外客戶提供傳統基金管理服務、資金募集、基金銷售及資產管理解決方案。富國基金為有關中國主管部門批准的合格境內機構投資者(QDII)，亦為中國首批十家基金管理公司中，首家實現外資參股的基金管理公司。擬通過富國基金管理認購發售股份的相關基金，均為在中國證監會註冊的開放式公開募集證券投資基金。該等基金均擁有廣泛的最終客戶，概無持有 30%以上的權益，

且就富國基金所知，各基金均為獨立第三方。

富國基金的股東包括(i)國泰海通證券股份有限公司，持有富國基金 27.775% 的權益；(ii)申萬宏源證券有限公司，持有富國基金 27.775% 的權益；(iii) 蒙特利爾銀行，持有富國基金 27.775% 的權益；及(iv)山東省金融資產管理股份有限公司，持有富國基金 16.675% 的權益。

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

附表 3
专业投资者待遇通知

甲部 – 机构投资者待遇通知

1. 因阁下属于证券及期货条例附表1第一部有关“专业投资者”定义第(a)至(i)段以及其附属法例所述的一类人士，故阁下为专业投资者（“**机构专业投资者**”）。
2. 由于阁下为机构专业投资者，我们自然而然被豁免遵守证券及期货事务监察委员会持牌人或注册人操守准则（“**操守准则**”）项下若干要求，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
 - 2.1 关于客户的信息
 - (i) 建档记录阁下的财务情况、投资经验和投资目标，但不适用于我们提供有关企业融资的意见的情况；
 - (ii) 确保推荐的意见或招揽行为切合阁下的财务情况、投资经验和投资目标；
 - (iii) 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识并对阁下进行分类；
 - 2.2 客户协议
 - (i) 就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；
 - 2.3 给客户的信息
 - (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；
 - (iv) 为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）；
 - 2.4 全权委托账户
 - (i) 在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；以及
 - (ii) 每年一次说明并确认本附表三甲部第2.4(i)段所述的授权。
3. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

乙部 – 法团专业投资者认定通知

1. 因阁下属于《证券及期货（专业投资者）规则》（香港法例第571D章）（“**专业投资者规则**”）第3(a)、(c)及(d)条中所述的一类人士，故阁下为专业投资者（“**法团专业投资者**”）。
以下人士为专业投资者规则第3(a)、(c)及(d)条项下的法团专业投资者：

- (i) 指任何按一个或多个信托作为受托人被委托管理不少于4,000万港元（或任何等值外币）总资产的信托法团，以上金额以有关日期当日的总资产为准，或者：
 - (A) 以记载于：
 - (I) 该信托法团的；并
 - (II) 在有关日期前16个月内；
拟备的最近期经审计财务报表的总资产为准；
 - (B) 以记载于：
 - (I) 该信托或其中任意一个相关信托的；并
 - (II) 在有关日期前16个月内；或
拟备的一份或多份最近期经审计财务报表的总资产为准；或者
 - (C) 以参照记载于：
 - (I) 该信托或其中任意一个相关信托的；并
 - (II) 在有关日期前12个月内；
发给该信托法团的一份或多份保管人结单的总资产为准
 - (ii) 具备以下条件的任何法团或合伙企业：
 - (A) 拥有不少于800万港元（或任何等值外币）的投资组合，
或
 - (B) 拥有不少于4,000万港元（或任何等值外币）总资产，
以上金额以有关日期当日为准，或是参照：
 - (C) 记载于：
 - (I) 该法团或合伙企业（取其适用者）的；并
 - (II) 在有关日期前16个月内
拟备的最近期经审计财务报表的数额为准；或
 - (D) 参照记载于有关日期前12个月内发给该法团或合伙企业（取其适用者）的一份或多份保管人结单的数额为准；
以及
 - (iii) 在有关日期当日唯一业务是持有投资项目并由以下一名或多名人士全资拥有的法团：
 - (A) 符合第(i)段所述的信托法团；
 - (B) 符合专业投资者规则第3(b)条的单独或联同其有联系者于联权共有账户拥有上述者的个人；
 - (C) 符合第(ii)段所述的法团；
 - (D) 符合第(ii)段所述的合伙企业。
2. 我们已按照操守准则第15.3A段对阁下进行评估（“**法团专业投资者评估**”），结论为：
- (a) 阁下符合以上第1段对“专业投资者”的定义，并符合法团专业投资者评估的准则，这特指阁下有恰当的企业结构和投资程序及控制，且负责代表阁下作出投资决定的人士具备充分的投资背景，而且，阁下亦知悉本协议项下拟投资的相关产品及/或市场所涉及的风险。

或

- (a) 阁下符合以上第1段对“专业投资者”的定义，但不符合法团专业投资者评估的准则。
- 3. 如第2(a)段适用，阁下同意被视为法团专业投资者，并明白同意被视为法团专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
 - 3.1 关于客户的信息
 - (i) 建档记录阁下的财务情况、投资经验或投资目标，除非我们提供有关企业融资的意见，则不在此列；
 - (ii) 确保推荐的意见或招购活动切合阁下的财务情况、投资经验和投资目标；
 - (iii) 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识对阁下进行分类；
 - 3.2 客户协议
 - (i) 就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；
 - 3.3 给客户的信息
 - (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；
 - (iv) 为向阁下提供纳斯达克-美国证券交易所试验计划（“**该计划**”）的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）；
 - 3.4 全权委托账户
 - (i) 在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；及
 - (ii) 每年一次说明并确认本附表三甲部第2.4(i)段所述的授权。
- 4. 如适用第2(b)段，阁下同意被视为专业投资者，并明白同意被视为专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：
 - 4.1 给客户的信息
 - (i) 向阁下披露本协议拟进行的交易的相关信息；
 - (ii) 告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (iii) 在替阁下进行交易后尽速确认交易的要目；及
 - (iv) 为向阁下提供该计划的文件（若然阁下希望通过联交所买卖获准在该计划中买卖的证券）
- 5. 阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为法团专业投资者。
- 6. 阁下同意及承认，我们不会向阁下提供香港《证券及期货（成交单据、户口结单及收据）规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

JIAXIN INTERNATIONAL RESOURCES INVESTMENT LIMITED
(佳鑫國際資源投資有限公司)

AND

ZHENGXIN GROUP INVESTMENT LIMITED

AND

CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG
SECURITIES LIMITED

CORNERSTONE INVESTMENT AGREEMENT

TABLE OF CONTENTS

<u>Clause</u>	<u>Page</u>
1. DEFINITIONS AND INTERPRETATIONS	3
2. INVESTMENT	9
3. CLOSING CONDITIONS	10
4. CLOSING.....	11
5. RESTRICTIONS ON THE INVESTOR.....	13
6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES	14
7. TERMINATION.....	26
8. ANNOUNCEMENTS AND CONFIDENTIALITY	26
9. NOTICES	28
10. GENERAL	29
11. GOVERNING LAW AND JURISDICTION.....	31
12. IMMUNITY	31
13. COUNTERPARTS	32
14. ANTI-BRIBERY.....	32
SCHEDULE 1 INVESTOR SHARES.....	36
SCHEDULE 2 PARTICULARS OF INVESTOR	37
SCHEDULE 3 PROFESSIONAL INVESTOR TREATMENT NOTICE	39

THIS AGREEMENT (this “**Agreement**”) is made on August 19, 2025

BETWEEN:

- (1) **JIAXIN INTERNATIONAL RESOURCES INVESTMENT LIMITED** (佳鑫國際資源投資有限公司), a company incorporated in Hong Kong with limited liability, whose registered office is at Room 4501, 45/F, Office Tower, Convention Plaza, 1 Harbour Road Wanchai Hong Kong (the “**Company**”);
- (2) **ZHENGXIN GROUP INVESTMENT LIMITED**, a company incorporated in the BVI whose registered office is at Sea Meadow House, Blackburne Highway, (P.O.Box 116), Road Town, Tortola, BVI (the “**Investor**”);
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**” or the “**Sole Sponsor**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange and the AIX (each as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of the number of Shares as described in the Prospectus (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of the number of Shares as described in the Prospectus (subject to reallocation and the Over-allotment Option as described in the Prospectus) offered by the Company outside the United States (including to professional and institutional investors within Hong Kong) in offshore transactions in reliance on Regulation S under the Securities Act (the “**International Offering**”).
- (B) CICC is acting as the Sole Sponsor of the Global Offering and for the purpose of this Agreement, the sole representative (the “**Sole Representative**”) on behalf of the underwriters of the Global Offering.
- (C) China Galaxy International Securities (Hong Kong) Co., Limited of 20/F Wing On Centre, 111 Connaught Road Central, Hong Kong (“**China Galaxy**”, together with CICC, the “**Overall Coordinators**” and each an “**Overall Coordinator**”). CICC and China Galaxy are acting as the Overall Coordinators of the Global Offering.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, including its recitals and schedules, each of the following terms and expressions shall have the following meanings unless otherwise specified:

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

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

“Aggregate Investment Amount” means the amount equal to the Offer Price multiplied by the number of Investor Shares to be purchased by the Investor pursuant to this Agreement;

“AIX” means the Astana International Exchange;

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

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

“Brokerage” means brokerage calculated as 1.0% of the Aggregate Investment Amount in respect of the Investor Shares purchased by the Investor under this Agreement as required by paragraph 7(1) of the Main Board Fee Rules of the Listing Rules;

“business day” means any day (other than Saturday, Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“CCASS” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“Closing” means closing of the subscription by the Investor, and the issue, allotment, placing, allocation and/or delivery (as the case may be) by the Company, of the Investor Shares in accordance with the terms and conditions of this Agreement;

“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;

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

“connected relationship” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“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;

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission;

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

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

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares or any interest in them, or agreeing, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities

convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

“**FINI**” shall have the meaning ascribed to such term to in the Listing Rules;

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

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

“**Group**” means the Company and its subsidiaries;

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

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

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

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

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

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

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

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

“**Investor Shares**” means the number of Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Sole Representative;

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

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and AFRC transaction levy of 0.00015% (or the prevailing

transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

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

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

“Lock-up Period” has the meaning given to it in clause 5.1;

“MIC” means the Ministry of Industry and Construction of Kazakhstan, which starting from September 1, 2023 is the competent authority in the mining industry of Kazakhstan;

“Offer Price” means HK\$10.92 per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

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

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

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

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“Regulation S” means Regulation S under the Securities Act, as amended supplemented or otherwise modified from time to time;

“Regulators” has the meaning given to it in clause 6.2(i);

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

“RMB” means the lawful currency of the PRC;

“Securities Act” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

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

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

“Shares” means the ordinary share(s) in the share capital of the Company, which are to be traded in (i) Hong Kong dollars and proposed to be listed on the Stock Exchange under the Hong Kong Offering and International Offering (excluding the AIX Offering) and (ii) RMB and proposed to be listed on the AIX under the AIX Offering;

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

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

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

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

“U.S. Person” has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:

- (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be jointly waived by the Company, the Sole Representative and the Sole Sponsor and other terms and conditions of this Agreement:

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Sole Representative will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering at the Closing and through the Sole Representative and/or their affiliates in their capacities as representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The number of the Investor Shares is set out in Schedule 1.

3. CLOSING CONDITIONS

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

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) [intentionally left blank];
- (c) neither of the Hong Kong Underwriting Agreement and the International Underwriting Agreement having been terminated;
- (d) the Listing Committee of the Stock Exchange and the AIX having granted the approval for the listing of, and permission to deal in, the Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange and the AIX (as the case maybe);
- (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate and true in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be jointly waived by the Company, the Sole Representative and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sole Representative and the Sole Sponsor), the obligation of the Investor to purchase, and

the obligations of the Company and the Sole Representative to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Representative and/or the Sole Sponsor shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, and no liability of the Company, the Sole Representative or the Sole Sponsor to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or not completed for any reason by the dates and times contemplated or at all. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Sole Representative and/or the Sole Sponsor or their respective affiliates, their affiliates' officers, directors, supervisors, employees, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sole Representative (and/or its respective affiliates) in its capacities as international representative of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Sole Representative.
- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sole Representative) by same day value credit at or before 5:30 p.m. (Hong Kong time) on the business day prior to the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sole Representative in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified

by the Investor to the Sole Representative in writing no later than two (2) business days prior to the Listing Date as determined in accordance with clause 4.3.

- 4.4 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Sole Representative, the Sole Sponsor and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sole Representative and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sole Representative and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Sole Representative and the Sole Sponsor may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any of the terms of this Agreement.
- 4.6 Each of the Company, the Sole Representative and the Sole Sponsor shall not be liable for any failure or delay in the performance of its obligations under this Agreement if it is prevented or delayed from performing its obligations under this Agreement and each of the Company, the Sole Sponsor and the Sole Representative shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company, the Sole Representative or the Sole Sponsor (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak or escalations of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, SARS, H5N1, MERS, Ebola virus and COVID-19), declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.
- 4.7 In the event that the requirements pursuant to (i) Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, (ii) the requirement to be held by the public under Rule 8.08(1) of the Listing Rules, (iii) the minimum free float requirement under Rule 8.08A, or (iv) PN18 of the Listing Rules cannot be met, the Sole Sponsor, the Sole Representative and the Company may, at its sole a discretion,

adjust the allocation of the number of Offer Shares subscribed by the investors to comply with the requirements of the Listing Rules.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that,
- (a) without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, whether directly or indirectly, at any time during the period of six (6) months from and including the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and
- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sole Representative and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor and its associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital.
- 5.4 the Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Sole Representative and the Sole Sponsor showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering, unless otherwise permitted under the applicable Laws or by the Stock Exchange.
- 5.5 The Investor, and its affiliates, associates, directors, supervisors, officers, employees or agents have not entered into and shall not enter into any arrangement or agreement,

including but not limited to any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide for New Listing Applicants or written guidance published by Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sole Representative and the Sole Sponsor that:

- (a) each of the Company, the Sole Representative, the Sole Sponsor and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all), and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason,;
- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information and supporting documentation in relation to the Investor (including without limited to its ownership and other matters) as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Sole Sponsor, the Overall Coordinators, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Sole Representative;
- (d) [intentionally left blank];
- (e) the Investor Shares will be subscribed for by the Investor through the Sole Representative and/or its affiliates in their capacities as representatives of the international underwriters of the International Offering;

- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the Investor is not an affiliate of the Company or a person acting on behalf of such an affiliate;
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide for New Listing Applicants or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Sole Representative, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, (ii) Rule 8.08(1) of the Listing Rules, (iii) Rule 8.08A of the Listing Rules in relation to the minimum free float requirements or PN18 of the Listing Rules;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) neither the Company, the Overall Coordinators, the Sole Sponsor nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) if the Investor is subscribing for the Investor Shares in reliance on Regulation S, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (n) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other

jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

- (o) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor or any of the international underwriters of the International Offering has made any representation as to the availability of Regulation S or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (p) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO about the Company, its “affiliate” (as defined in Rule 501(b) of Regulation D under the Securities Act) or otherwise in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents, partners and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information no longer constitutes the aforementioned non-public information and/or inside information as defined in the SFO through no fault on the part of the Investor, or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular(s) provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor,

and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, and/or its representatives shall form the basis of any contract or commitment whatsoever;

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor, and/or its representatives; and
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor, any of their respective affiliates, nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S under the Securities Act) with respect to the Shares;
- (u) the Investor has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Sole Representative and/or the Sole Sponsor (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sole Representative, the Sole Sponsor and their respective directors, officers, employees, advisors,

agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sole Representative, the Sole Sponsor and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

- (w) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;
- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (y) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including, but not limited to tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including, but not limited to, tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators the Sole Sponsor or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, legal, regulatory, financial, accounting, currency or other economic or other

consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor, the underwriters, their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, nor any other parties involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;
- (aa) in the event that the Global Offering is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (bb) the Investor will not bring any claim against the Company, the Sole Sponsor, the Overall Coordinators, and the underwriters or their respective officers, directors, employees, staff, subsidiaries, agents, affiliates, representatives or advisers for losses and liabilities suffered or incurred by it in connection with the transactions contemplated under this Agreement;
- (cc) the Company and the Sole Representative will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of number Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and the AIX and in compliance with applicable Laws;
- (dd) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date;
- (ee) any trading in the Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange (including without limitation to the Stock Exchange and the AIX); and
- (ff) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares.

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Sole Sponsor that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed,

order made or effective resolution passed for its bankruptcy, liquidation or winding up;

- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to such Investor or would require any registration or licensing within the jurisdiction that such Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sole Sponsor and the Sole Representative in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor , and the performance by of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any

judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide, or cause to or procure to be provided information, either directly or indirectly through the Company, the Sole Sponsor and/or the Sole Representative, to the Stock Exchange, the SFC, the CSRC, the AIX, the MIC and any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription and acquisition of the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription and acquisition of the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, advisers and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

- (m) if the Investor is subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) each of the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not constitute a “connected transaction” (as defined in the Listing Rules) or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such core connected person in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 5 in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders, unless disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing;
- (p) the Investor will provide the required information to be submitted to the Stock Exchange and Hong Kong Securities Clearing Company Limited (“**HKSCC**”) through HKSCC’s FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (q) the Investor will subscribe for the Investor Shares using its own funds and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (r) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Overall Coordinators, the joint global coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the underwriters of the Global Offering, the lead broker or any distributors and does not fall under any category

of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (s) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (t) neither the Investor, beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing except that a waiver or consent is obtained from the Stock Exchange;
- (u) save as previously notified to the Overall Coordinators and Sole Sponsor in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide for New Listing Applicants;
- (x) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by its subsidiaries, by any connected person of the Company, by any one of the Sole Representative, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide for New Listing Applicants) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholders, any member of the Group or their respective affiliates, directors, officers, employees or agents;

- (z) none of the Investor or any of associates has applied for or place an order or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Overall Coordinators and the Sole Sponsor in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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

6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sole Representative, the Sole Sponsor, the underwriters, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and the Investor agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties,

undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Sole Sponsor and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it (within the meaning of the Securities Act, as amended) as well as its respective officers, directors, employees, staff, associates, partners, advisors, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription for the Investor Shares and the transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor (where any Relevant Shares are to be held by such wholly-owned subsidiary of the Investor) or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of Hong Kong;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the Shares then in issue and to be listed on the Stock Exchange and shall conform with the description with the Shares as described in the Prospectus;
 - (d) none of the Company and its controlling shareholders (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide for New Listing Applicants and written guidance issued by the Hong Kong regulators from time to time) with

any of the Investors, or its affiliates, directors, supervisors, officers, employees or agents; and

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

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 or 4.7;
- (b) solely by the Company, or by each of the Sole Representative and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to Clause 5.2), (including a material breach of the representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the indemnification obligation under clause 6.5 and the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above and for the avoidance of doubt, clause 6.5 and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Sole Representative, the Sole Sponsor,

and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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

8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sole Representative and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sole Representative and the Sole Sponsor and their respective counsels. The Investor hereby agrees that it will review the description in relation to it to be included in such drafts of the Public Documents from time to time provided to the Investor and to suggest such amendments as may be required so as to enable such description in relation to it to be true and accurate in all respects and is not misleading.

- 8.4 the Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 9.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sole Representative or the Sole Sponsor to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company and the Sole Sponsor to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 10.2 to the following addresses:

If to the Company, to:

Address:	Room 4501, 45/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong
Email:	erica@jiaxinltd.com>
Facsimile:	N/A
Attention:	Ms. Liu Wenjing

If to the Investor, to:

Address:	FLAT C, 15/F, PEARL VISTA, SHEUNG SHUI, NT, HONG KONG
Email:	13828731688@139.com
Facsimile:	N/A
Attention:	Su Ruitong

If to CICC, to:

Address:	29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Email:	IB_PROJECTWHKIPO@cicc.com.cn ECM_PROJECTWHKIPO@cicc.com.cn
Facsimile:	+852 2872 2101
Attention:	Project W Deal Team

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

day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Sole Representative and Sole Sponsor as provided in this Agreement are several (and not joint or joint and several). None of the Sole Representative or the Sole Sponsor will be liable for any failure on the part of any of the other Sole Representative or Sole Sponsor to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Overall Coordinator or Sole Sponsor to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Sole Representative and Sole Sponsor shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Sole Representative or Sole Sponsor, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sole Representative shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of this Agreement and for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Sole Representative and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement among the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance

with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 11.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 11.11(a).
- 10.12 Each of the Sole Representative and the Sole Sponsor has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Sole Representative or Sole Sponsor shall, severally not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sole Representative and the Sole Sponsor shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof or any disputes regarding non-contractual obligations arising out of it (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

12. IMMUNITY

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

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

13. COUNTERPARTS

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

14. ANTI-BRIBERY

- 14.1 Each of the Company, the Investor hereby undertakes not to commit any form of bribery and corruption whether by itself, its directors, supervisors, officers employees, partners or agents (if applicable) at all times in connection with and throughout the course of this Agreement and thereafter, whether in Hong Kong or elsewhere. Each of the Company, the Investor confirms and acknowledges that it must comply with the relevant laws and regulations on the prevention of bribery. Each of the Company, the Investor must not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage of any kind (or implied that it will or might do any such thing in future) in any way connected with this Agreement.

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

为且代表
佳鑫國際資源投資有限公司



姓名：刘力强
职位：董事长及执行董事

For and on behalf of

Zhengxin Group Investment Limited

For and on behalf of
Zhengxin Group Investment Limited
正信集團投資控股有限公司


.....
Authorized Signature(s)

Name:

SU RUITONG

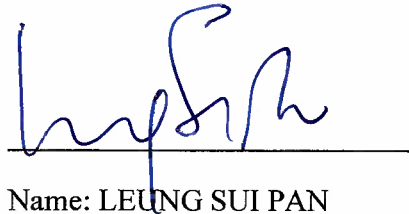
Title:

董事長

[Signature Page to Cornerstone Investment Agreement]

For and on behalf of

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG
SECURITIES LIMITED**

A handwritten signature in blue ink, appearing to read 'LSP', is written over a horizontal line.

Name: LEUNG SUI PAN

Title: Vice President

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to HK\$31,820,880 (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 400 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide for New Listing Applicants and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sole Sponsor, the Sole Representative and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders.

The Company and the Sole Representative can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with the relevant requirements under the Listing Rules including without limitation the minimum public float requirements under Rule 8.08(1) and Rule 8.08(3) of the Listing Rules, the minimal free float requirements under Rule 8.08A and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

The Investor:	Zhengxin Group Investment Limited
Place of incorporation:	Sea Meadow House, Blackburne Highway, (P.O.Box 116) , Road Town, Tortola, BVI
Company registration number / Certificate of incorporation number (as applicable):	BVI No.2040614
Business registration number:	/
LEI number:	/
Principal activities:	Business investment, equity trading
Ultimate controlling shareholder:	SU Ruitong
Place of incorporation of ultimate controlling shareholder:	FLAT C, 15/F PEARL VISTA 9 SAN LOK STREET SHEUNG SHUI, NT HONGKONG
Business registration number and LEI number of ultimate controlling shareholder:	/
Principal activities of ultimate controlling shareholder:	Business investment, equity trading
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	Zhengxin Group Investment Limited (“Zhengxin”), an investment holding company incorporated in the British Virgin Islands in July 2020, specializes in Hong Kong equity investments and trading with a focus on non-ferrous metals, rare metals, technology, artificial intelligence, and new energy sectors. The ultimate beneficial owner is Mr. Su Ruitong (Mr. Su), an independent third party. With over a decade of investment experience, Mr. Su possesses profound expertise in Hong Kong IPO processes, stock investment strategies, and risk management. Zhengxin Group Investment Limited (「正信」) 為一家於 2020 年 7 月在英屬處女群島註冊成立的投資控股公司，專門從事香港股票投

資及交易，專注於有色、稀有金屬、科技、人工智能、新能源等板塊。最終實益擁有人為獨立第三方 Su Ruitong 先生（「**Su 先生**」）。**Su** 先生擁有逾十年的投資經驗，對香港首次公開發售流程、股票投資策略及風險管理擁有深厚的專業知識。

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

Cornerstone investor

SCHEDULE 3 PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR

1. You are a Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Sole Representative are automatically exempt from certain requirements under the Code of Conduct for Persons Licensed by or Registered with the SFC (the “Code”), and the Sole Representative have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 2.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Sole Representative are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in light of your investment objectives, investment strategy and financial position; and
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 2.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 2.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about their business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
 - (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “Program”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and

- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule and confirm it on an annual basis.
- 3. You agree and acknowledge that the Sole Representative will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART B – IF YOU ARE A CORPORATE INVESTOR:

- 1. You are a Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”).

The following persons are Corporate Professional Investors under sections 3(a), (c) and (d) of the Professional Investor Rules:

- (i) any trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million at the Relevant Date (as defined below);
- (ii) any corporation having, at the Relevant Date (as defined below):
 - (A) a portfolio of not less than \$8 million; or
 - (B) total assets of not less than \$40 million;
- (iii) a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:
 - (A) a trust corporation specified in paragraph (i);
 - (B) an individual specified in section 5(1) of the Professional Investor Rules;
 - (C) a corporation specified in this paragraph or paragraph (ii);
 - (D) a partnership specified in section 7 of the Professional Investor Rules;
 - (E) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO;
- (iv) a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph (ii); or
- (v) a partnership having, Relevant Date (as defined below):
 - (A) a portfolio of not less than \$8 million; or
 - (B) total assets of not less than \$40 million.

In this paragraph, the total assets entrusted to a trust corporation, the portfolio of an individual, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following (“**the Relevant Date**”):

- (i) for a trust corporation, corporation or partnership, the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;
 - (ii) for a trust corporation, individual, corporation or partnership, any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), individual, corporation or partnership.
2. The Sole Representative have made an assessment on you as a Corporate Professional Investor in relation to all investment products and markets in accordance with Paragraph 15.3A of the Code.
3. You consent to being treated as a Corporate Professional Investor, understand the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Sole Representative have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
- 3.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Sole Representative are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 3.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 3.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;

- (ii) inform you about their business and the identity and status of employees and others acting on their behalf with whom you will have contact;
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (iv) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

3.4 Discretionary accounts

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
 - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule and confirm it on an annual basis.
4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Sole Representative.
 5. You agree and acknowledge that the Sole Representative will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules (“**Individual Professional Investor**”).

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- (i) an individual having a portfolio of not less than \$8 million at the Relevant Date (as defined below), when any one or more of the following are taken into account:
 - (A) a portfolio on the individual’s own account;
 - (B) a portfolio on a joint account with the individual’s associate;
 - (C) the individual’s share of a portfolio on a joint account with one or more persons other than the individual’s associate;
 - (D) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

In this paragraph, the total assets entrusted to a trust corporation, the portfolio of an individual, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following (“**the Relevant Date**”):

- (ii) for a trust corporation, corporation or partnership, the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;
 - (iii) for a trust corporation, individual, corporation or partnership, any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), individual, corporation or partnership.
- 2. You consent to being treated as an Individual Professional Investor in respect of all investment products and markets, understand the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Sole Representative have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - (i) inform you about their business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
 - (iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
- 3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Sole Representative.
- 4. You agree and acknowledge that the Sole Representative will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.
- 5. If the Sole Representative solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Sole Representative may ask you to sign and no statement the Sole Representative may ask you to make derogates from this paragraph 5 of Part C of this Schedule.

DATED AUGUST 19, 2025

JIAXIN INTERNATIONAL RESOURCES INVESTMENT LIMITED
(佳鑫國際資源投資有限公司)

and

THE CONTROLLING SHAREHOLDERS
(named in Schedule 1)

and

CHINA INTERNATIONAL CAPITAL CORPORATION
HONG KONG SECURITIES LIMITED

and

THE HONG KONG UNDERWRITERS
(named in Schedule 2)

HONG KONG UNDERWRITING AGREEMENT
relating to the Hong Kong Public Offering of initially 10,981,200 Shares
of
JIAXIN INTERNATIONAL RESOURCES INVESTMENT LIMITED
(佳鑫國際資源投資有限公司)
being part of a global offering of initially 109,808,800 Shares

TABLE OF CONTENTS

	Page
1	DEFINITIONS AND INTERPRETATION2
2	CONDITIONS.....15
3	APPOINTMENTS18
4	HONG KONG PUBLIC OFFERING23
5	ALLOTMENT AND PAYMENT29
6	STABILIZATION31
7	COMMISSIONS AND COSTS32
8	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS.....36
9	INDEMNITY40
10	FURTHER UNDERTAKINGS44
11	TERMINATION51
12	RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES56
13	ANNOUNCEMENTS59
14	CONFIDENTIALITY60
15	NOTICES61
16	GOVERNING LAW, DISPUTE RESOLUTION AND IMMUNITY62
17	MISCELLANEOUS64
	SCHEDULE 1 THE CONTROLLING SHAREHOLDERS.....69
	SCHEDULE 2 THE HONG KONG UNDERWRITERS.....70
	SCHEDULE 3 THE WARRANTIES.....73
	SCHEDULE 4 CONDITIONS PRECEDENT DOCUMENTS114
	SCHEDULE 5 SET-OFF ARRANGEMENTS120
	SCHEDULE 6 FORMAL NOTICE121
	SCHEDULE 7 PROFESSIONAL INVESTOR TREATMENT NOTICE122

THIS AGREEMENT is made on August 19, 2025

BETWEEN:

- (1) **JIAXIN INTERNATIONAL RESOURCES INVESTMENT LIMITED (佳鑫國際資源投資有限公司)**, a company incorporated in Hong Kong with limited liability, having its registered office at Room 4501, 45/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong (the “**Company**”);
- (2) **THE CONTROLLING SHAREHOLDERS** whose names and address are set out in Schedule 1;
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, whose registered office is at 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”);
- (4) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 2 (the “**Hong Kong Underwriters**”).

RECITALS:

- (A) The Company is company incorporated in Hong Kong with limited liability under the Companies Ordinance. As of the date of this Agreement, the Company has an issued share capital of HK\$ 465,652,955.88 with a total of 11,765 Shares in issue. The Share Subdivision shall take effect immediately before the Listing, whereby each Share will be subdivided into 28,000 Shares.
- (B) As at the date of this Agreement, Ever Trillion, a company wholly owned by Mr. Liu Zijia, was directly interested in approximately 43.35% and Jiangxi Copper HK, a company wholly owned by Jiangxi Copper, was directly interested in 41.65% 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 Shares to the public in Hong Kong in the Hong Kong Public Offering and concurrently, the Company will offer and sell Shares (i) outside the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act of 1933, as amended; and (ii) in Kazakhstan to institutional and retail investors through the facilities of the AIX in Kazakhstan pursuant to the AIX regulations and settlement procedures (the “**AIX Offering**”) ((i) and (ii) collectively, the “**International Offering**”).
- (D) In connection with the Global Offering, CICC has been appointed as the Sole Sponsor, the Sole Representative and the Sole Sponsor-OC. CICC and China Galaxy International Securities (Hong Kong) Co., Limited (“**CGI**”) have been appointed as the Overall Coordinators. CICC and CGI have been appointed as the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMIs in connection with the Global Offering.
- (E) The Sole Sponsor has made an application on behalf of the Company to the Stock Exchange for the listing on the Main Board of, and permission to deal in, the Shares on the Main Board.
- (F) Concurrent with the application of the listing on the Main Board of the Stock Exchange, the Company has made an application to the AIX (i) to admit the Shares to be issued

pursuant to the AIX Offering to the Official List of the AIX Belt and Road Market Segment; and (ii) admit the Shares for trading on the AIX.

- (G) The Hong Kong Underwriters have agreed to severally, but not jointly or jointly and severally, underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (H) Each of the Warrantors has agreed to give irrevocably the representations, warranties, undertakings and indemnities set out herein in favour of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters.
- (I) The Company has appointed (i) Computershare Hong Kong Investor Services Limited to act as its Hong Kong Share registrar and (ii) Astana International Exchange Registrar Limited as its AIX Share registrar for transfer of the Shares.
- (J) The Company has appointed CMB Wing Lung Bank Limited as the Receiving Bank for the Hong Kong Public Offering; CMB Wing Lung (Nominees) Limited as the nominee to hold the application monies under the Hong Kong Public Offering.
- (K) In connection with the Global Offering, the Company has obtained the approval granted by the CSRC on December 12, 2024, authorizing the Company to proceed with the Global Offering and the listing of the Shares on the Main Board of the Stock Exchange
- (L) The Company, the Controlling Shareholders, the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the other International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (M) The Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Sole Representative (for itself and on behalf of the other International Underwriters), severally, and not jointly or jointly and severally, at their sole and absolute discretion, to require the Company to issue up to an aggregate of 16,471,200 additional Shares, representing not more than approximately 15% of the total number of Offer Shares initially available under the Global Offering, at the Offer Price under the International Offering to, cover over-allocations (if any) in the International Offering, subject to and on the terms of the International Underwriting Agreement.
- (N) Pursuant to the written resolutions passed by the Board dated August 15, 2025, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and any one Director was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

“Acceptance Date” means August 25, 2025, being the date on which the Application Lists close in accordance with Clause 4.4;

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

“Admission” means the grant or agreement to grant by (i) the Listing Committee of the Stock Exchange of the listing on the Main Board of, and permission to deal in, the Shares on the Main Board (including any additional Shares to be issued pursuant to the exercise, whether fully or partially, of the Over-allotment Option), and (ii) the relevant authority of the AIX for admission of the Shares to be issued pursuant to the AIX Offering to the Official List of the AIX, Belt and Road Market Segment, and for admission of the Shares for trading on the AIX.

“Affiliates” means, in relation to any person, means any other person which is the holding company of such person, or which is a subsidiary or branch, or any subsidiary or branch of the holding company of such person, or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such person. For the purposes of the foregoing, **“control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms **“controlling”**, **“controlled by”** and **“under common control with”** shall be construed accordingly;

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

“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;

“AFSA” means the Astana Financial Services Authority;

“AIX” means the Astana International Exchange;

“AIX Listing” means the listing of the Shares on the AIX;

“AIX Offering” means the offer of 1,317,600 Offer Shares and (subject to reallocation) being initially offered to institutional and retail investors through the facilities of the AIX in Kazakhstan pursuant to the AIX regulations and settlement procedures, as part of the Global Offering, on and subject to the terms and conditions of the International Underwriting Agreement, the Disclosure Package and the Offering Circular;

“AIX Offering Documents” means the Prospectus, the Offering Circular, the Preliminary Offering Circular, the application to AIX for admission of International Offer Shares to the listing and trading, AIX’s approval for admission of International Offer Shares to the listing and trading;

“ALMT” means the time of Almaty, Kazakhstan;

“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 proof of the Prospectus posted on the Stock Exchange’s website at www.hkexnews.hk on January 30, 2024, August 18, 2024 and March 31, 2025;

“Approvals and Filings” means all approvals, sanctions, consents, permissions, certificates, authorisations, licenses, permits, clearances, orders, concessions, qualifications, registrations, declarations and franchises from any person, and filings and registrations with any person, of any relevant jurisdictions, including, without limitation, Hong Kong, Kazakhstan, Luxembourg and the PRC;

“Articles of Association” means the articles of association of the Company as amended, supplemented or otherwise modified from time to time;

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

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

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

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

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

“CMI Engagement Letters” means the respective engagement letters in respect of the Global Offering entered into between the respective CMIs and the Company;

“CMIs” means CICC, CGI, CMB International Capital Limited, Celestial Securities Limited, ABCI Capital Limited, ABCI Securities Company Limited, Tiger Brokers (HK) Global Limited and AVICT Global Asset Management Limited and Lighthouse Capital (HK) Financial Limited, and each being a **“CMI”**;

“Code of Conduct” or **“Code”** 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 Clifford Chance, being the Company’s legal advisors as to Hong Kong laws and US laws;

“Company’s HK Counsel” means H.Y. Leung & Co. LLP, being the Company’s legal advisors as to Hong Kong laws in respect of matters relating to the business operations of the Company in Hong Kong;

“Company’s KZ Counsel” means Egen Gregory LLP, being the Company’s legal advisors as to Kazakhstan laws and the acting law of the AIFC;

“Company’s Luxembourg Counsel” means Euroaalex, being the Company’s legal advisors as to Luxembourg laws;

“Company’s PRC Counsel” means Global Law Office, being the Company’s legal advisors as to PRC laws;

“Compliance Advisor” means Guolian Securities International Capital Market Co., Limited;

“Compliance Advisor Agreement” means the agreement entered into between the Company and the Compliance Advisor on January 10, 2024, appointing the Compliance Advisor to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

“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;

“Connected Person” or **“Core Connected Person”** has the meaning given to it in the Listing Rules;

“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;

“Controlling Shareholders” has the meaning ascribed to it under the Listing Rules and, unless the context requires otherwise, refers to the persons whose names and addresses are set out in Schedule 1;

“Cornerstone Investment Agreements” means the cornerstone investment agreements entered into between, *inter alia*, the Company and the cornerstone investors as described in the Prospectus;

“CSRC” means the China Securities Regulatory Commission of the PRC;

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

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

“CSRC Filing Report” means the filing report of the Company in relation to the Global Offering, submitted to the CSRC on February 2, 2024 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC

Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

“Directors” means the directors of the Company whose names are set out in the section headed “Directors and Senior Management” in the Prospectus;

“Disclosure Package” shall have the meaning ascribed to it in the International Underwriting Agreement;

“Dispute” has the meaning ascribed to it in Clause 16.2;

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

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder;

“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 August 13, 2025 and entered into between the Company and HKSCC;

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

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

“Governmental Authority” means any administrative, governmental or regulatory commission, 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 or foreign (including, without limitation, the SFC, the Stock Exchange, the AIX, the AFSA, and the CSRC);

“Group” means the Company and its Subsidiaries from time to time;

“Group Company” means a member of the Group;

“Guide for New Listing Applicants” means the Guide for New Listing Applicants published by the SEHK, as amended, supplemented or otherwise modified from time to time;

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

“HKSCC” means Hong Kong Securities Clearing Company Limited;

“HKT” means the time of Hong Kong;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Hong Kong Offer Shares” means the 10,981,200 new Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to reallocation as provided in Clauses 2.7, 4.11 and 4.12;

“Hong Kong Public Offering” means the offer of the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (plus Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) on and subject to the terms and subject to the 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 White Form eIPO Service or through HKSCC EIPO service to electronically cause HKSCC Nominee Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms 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 Prospectus and the Formal Notice;

“Hong Kong Underwriters” means the underwriters whose names and addresses are set out in Schedule 2Schedule 1;

“Hong Kong Underwriting Commitment” means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in Schedule 2 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.7, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in Schedule 2;

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

“Hong Kong Share Registrar” means Computershare Hong Kong Investor Services Limited;

“Incentive Fee” has the meaning ascribed to it in Clause 7.2;

“Indemnified Parties” means each of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI’s and the Hong Kong Underwriters and each of their respective Affiliates and delegates under Clause 3.8, as well as the

respective representatives, partners, directors, officers, employees, assignees and agents of each of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and of each of their respective Affiliates;

“Indemnifying Parties” means the Warrantors and **“Indemnifying Party”** means any one of them;

“Independent Technical Consultant” means SRK Consulting (Hong Kong) Limited, the independent technical consultant of the Company;

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

“Intellectual Property” means letters patent, patent applications, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, software, utility models, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions, confidential information, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), business names and any similar rights situated in any part of the world, and the benefit (subject to the burden) of any and all licenses in connection with any of the foregoing;

“Internal Control Consultant” means Shenzhen Qianhai PricewaterhouseCoopers Business Consulting Service Co. (深圳前海普华永道商务咨询服务有限公司), the internal control consultant of the Company;

“International Offer Shares” means the 98,827,600 new Shares (including 1,317,600 Shares under the AIX Offering) being initially offered for subscription in the International Offering, together with, where relevant, any additional Shares to be issued pursuant to the exercise of the Over-allotment Option, subject to reallocation in accordance with the International Underwriting Agreement, together (where applicable);

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

“International Offering Underwriting Commitment” means, in relation to any International Underwriter, the maximum number of International Offer Shares in respect of which such International Underwriter has agreed to procure placees, or failing which itself as principal to 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 Over-allotment Option;

“International Underwriters” means the underwriters of the International Offering named as such in the International Underwriting Agreement;

“International Underwriting Agreement” means the International Underwriting Agreement relating to the International Offering expected to be entered into between, among others, the Company, the Controlling Shareholders, the Sole Sponsor and the International Underwriters on or around August 26, 2025;

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

“Joint Bookrunners” means CICC, CGI, CMB International Capital Limited, Celestial Securities Limited, ABCI Capital Limited, Tiger Brokers (HK) Global Limited and AVICT Global Asset Management Limited, being the joint bookrunners to the Global Offering;

“Joint Global Coordinators” means CICC and CGI, being the joint global coordinators to the Global Offering;

“Joint Lead Managers” means CICC, CGI, CMB International Capital Limited, Celestial Securities Limited, ABCI Securities Company Limited, Tiger Brokers (HK) Global Limited and AVICT Global Asset Management Limited and Lighthouse Capital (HK) Financial Limited, being the joint lead managers to the Global Offering;

“Kazakhstan Tax Advisor” means SSH Tax & Legal Solutions LLP, the Kazakhstan tax advisor of the Company;

“Laws” means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any court, government, law enforcement agency, governmental or regulatory authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC, the CSRC, the AIX and the AFSA) of all relevant jurisdictions (including, without limitation, Hong Kong, the PRC, the Kazakhstan, and the Luxembourg) (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding up and Miscellaneous Provisions) Ordinance, the CSRC Rules, the AIX Business Rules (which include AIX Market Disclosure Rules, AIX Markets Listing Rules, AIX Admission and Disclosure Standards, AIX Mining Company Rules) and AIFC Market Rules);

“Legal Advisors” means the Company’s HK & US Counsel, Company’s HK Counsel, Company’s KZ Counsel, Company’s PRC Counsel, Company’s Luxembourg Counsel, Underwriters’ HK & US Counsel, Underwriters’ KZ Counsel and Underwriters’ PRC Counsel;

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

“Listing Committee” means the listing committee of the Stock Exchange;

“Listing Date” means the first day on which the Shares commence trading on the Stock Exchange and the AIX, which is expected to be on August 28, 2025;

“Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) and the listing decisions, guidelines and other requirements of the Stock Exchange;

“Main Board” means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with the Growth Enterprise Market of the Stock Exchange;

“Material Adverse Effect” means a material adverse effect or any development involving a prospective material adverse effect, on the profits, losses, results of operations, assets, liabilities, general affairs, business, management, performance, prospects, shareholders’ equity, position or condition (financial, trading or otherwise) of the Group, taken as a whole;

“Money Settlement Failure” means a notification by HKSCC to the Sole Sponsor or the Sole Representative that any Hong Kong Offer Share(s) shall be reallocated from the Hong Kong Public Offering to the International Offering due to a money settlement failure as described in the section headed How to Apply for Hong Kong Offer Shares in the Prospectus;

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

“OC Announcements” means the announcements dated January 30, 2024, February 8, 2024, August 19, 2024 and March 31, 2025 setting out the names of the Overall Coordinators appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s);

“OC Engagement Letters” means the Sponsor and Sponsor-OC Mandate and the engagement letter in respect of the Global Offering entered into between CGI as an Overall Coordinator and the Company;

“Offer Price” means HK\$10.92 per Offer Share (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed and/or purchased pursuant to 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;

“Offering Circular” means the final offering circular(s) to be issued by the Company in connection with the International Offering (including the AIX Offering);

“Offering Documents” means the Hong Kong Public Offering Documents, the AIX Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and any other announcement, document, materials, communications or information made, 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 Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, or any of the Underwriters;

“Operative Documents” means the Receiving Bank Agreement, the Registrar’s Agreement, the Cornerstone Investment Agreements, the FINI Agreement, or any relevant one or more of them as the context requires;

“Overall Coordinators” means CICC and CGI, being the overall coordinators to the Global Offering;

“Over-allotment Option” means the over-allotment option to be granted by the Company to the International Underwriters, and exercisable by the Sole Representative (for itself and on behalf of the other International Underwriters) under the International Underwriting Agreement, pursuant to which the Company may be required to allot and issue the Over-allotment Option Shares at the Offer Price to cover over-allocations in the International Offering (if any) on and subject to the terms and conditions of the International Underwriting Agreement;

“Over-allotment Option Shares” means up to 16,471,200 additional Shares which the Company may be required to allot and issue upon the exercise of the Over-allotment Option;

“Over-Subscription” has the meaning ascribed to it in Clause 4.11;

“PHIP” means the post hearing information pack of the Company posted on the Stock Exchange’s website at www.hkexnews.hk on August 11, 2025, as amended or supplemented by any amendment or supplement thereto;

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

“PRC Company Law” means the Company Law of the PRC;

“Preliminary Offering Circular” means the preliminary offering circular(s) dated August 19, 2025 issued by the Company in connection with the International Offering (including the AIX Offering) for distribution to potential placees of the International Offering and containing a draft of the Prospectus and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

“Proceedings” has the meaning ascribed to it in Clause 9.2;

“Prospectus” means the prospectus to be issued by the Company in connection with the Hong Kong Public Offering, and all amendments or supplements thereto;

“Prospectus Date” means the date of issue of the Prospectus, which is expected to be on or about August 20, 2025;

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

“Receiving Bank Agreement” means the agreement dated August 18, 2025 entered into between the Company, the Receiving Bank, the Nominees, CICC and CGI for the appointment of the Receiving Bank and the Nominees in connection with the Hong Kong Public Offering;

“Registrar’s Agreement” means the agreement dated August 18, 2025 entered into between the Company and the Hong Kong Share Registrar in relation to the appointment of the Hong Kong Share Registrar;

“Relevant Jurisdictions” has the meaning ascribed to it in Clause 11.1;

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

“Reporting Accountants” means PricewaterhouseCoopers, Certified Public Accountants and Registered Public Interest Entity Auditor;

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

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

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

“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;

“Shares” means the ordinary shares of the Company;

“Share Subdivision” means the subdivision of the Company’s issued Shares each into 28,000 Shares which shall take effect immediately before the Listing;

“Sole Representative” means CICC;

“Sole Sponsor” means CICC, being the sole sponsor to the Global Offering;

“Sole Sponsor-OC” means CICC;

“Sponsor and Sponsor-OC Mandate” means the engagement letter dated December 30, 2022, and the supplemental engagement letters dated August 14, 2024, January 20, 2025 and August 12, 2025, in respect of the Global Offering entered into between (i) CICC as a Sole Sponsor and an Overall Coordinator; and (ii) the Company;

“Stabilizing Manager” has the meaning ascribed to it in Clause 6.1;

“Stock Borrowing Agreement” means the stock borrowing agreement expected to be entered into between the Stabilizing Manager and Ever Trillion International Limited on or around August 26, 2025;

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

“Subsidiaries” means the companies named in the Prospectus as subsidiaries of the Company, and **“Subsidiary”** means any one of them;

“Taxation” or **“Taxes”** means all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the Kazakhstan, the PRC, Luxembourg 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, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Governmental Authorities

whether of Hong Kong, the Kazakhstan, the PRC or of any other part of the world, whether by way of actual assessment, withholding, loss of allowance, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

“Time of Sale” has the same meaning as in the International Underwriting Agreement;

“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 Stock Exchange;

“Under-Subscription” has the meaning ascribed to it in Clause 4.6;

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

“Underwriters’ HK & US Counsel” means Sidley Austin, being the Underwriters’ legal advisors on Hong Kong and US law;

“Underwriters’ KZ Counsel” means Haller Lomax LLP, being the Underwriters’ legal advisors on Kazakhstan laws and the acting law of the AIFC;

“Underwriters’ PRC Counsel” means Commerce & Finance Law Offices, being the Underwriters’ legal advisors on PRC law;

“Underwriting Commission” has the meaning ascribed to it in Clause 7.1;

“Unsubscribed Shares” has the meaning ascribed to it in Clause 4.6;

“U.S.” and **“United States”** means the United States of America;

“Verification Notes” means the verification notes relating to the Prospectus and the verification notes relating to the CSRC Filing Report, copies of which have been signed and approved by, among others, the Directors, and delivered or will be delivered to the Sole Sponsor and the Sole Representative;

“Warranties” means the representations, warranties and undertakings given by the Warrantors as set out in Schedule 3;

“Warrantors” means the Company and the Controlling Shareholders;

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

“White Form eIPO Service Provider” means Computershare Hong Kong Investor Services Limited;

- 1.2 **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.

- 1.3 **References:** Except where the context otherwise requires, references in this Agreement to:
- 1.3.1 statutes or statutory provisions, rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted or both 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;
 - 1.3.2 knowledge, information, belief or awareness or similar terms of any person shall be treated as including but not limited to any knowledge, information, belief and awareness which the person would have had if such person had made due, diligent and careful enquiries;
 - 1.3.3 a “**company**” shall include any company, corporation or other body corporate, whenever and however incorporated or established;
 - 1.3.4 a “**person**” shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);
 - 1.3.5 a “**subsidiary**” or a “**holding company**” are to the same as defined in sections 15 and 13 of the Companies Ordinance;
 - 1.3.6 “**Clauses**”, “**Paragraphs**”, “**Recitals**” and “**Schedules**” are to clauses and paragraphs of and recitals and schedules to this Agreement;
 - 1.3.7 “**parties**” are to the parties to this Agreement;
 - 1.3.8 the terms “**herein**”, “**hereof**”, “**hereto**”, “**hereinafter**” and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
 - 1.3.9 the terms “**or**”, “**including**” and “**and**” are not exclusive;
 - 1.3.10 the terms “**purchase**” and “**purchaser**”, when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms “**sell**” and “**sale**”, when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the Shares by the Company;
 - 1.3.11 a document being “**in the agreed form**” are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Underwriters) with such alternatives as may be agreed between the Company, the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Underwriters) but such documents in agreed form do not form part of this Agreement;
 - 1.3.12 a “**certified copy**” means a copy certified as a true copy by a Director, a company secretary of the Company, the Company’s US&HK Counsel or the Company’s PRC Counsel;
 - 1.3.13 “**written**” or “**in writing**” shall include any mode of reproducing words in a legible and non-transitory form;

- 1.3.14 unless otherwise specified, times of day and dates are to Hong Kong times and dates, respectively; and
- 1.3.15 any reference to “**right(s)**”, “**duty(ies)**”, “**power(s)**”, “**authority(ies)**” and “**discretion(s)**” of the Sole Sponsor or the Sole Representative shall only be exercised when the Sole Sponsor or the Sole Representative (as the case may be) unanimously elect to do so, respectively.
- 1.4 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.

2 CONDITIONS

- 2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):
- 2.1.1 the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Underwriters) receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 4 and Part B of Schedule 4, in form and substance satisfactory to the Sole Sponsor and the Sole Representative, not later than 8:00 p.m. on the Business Day immediately before the Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Underwriters) may agree, respectively;
- 2.1.2 the issue by the Stock Exchange of a certificate of authorisation of registration in respect of the Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 38D (subject to any certificate of exemption granted pursuant to section 38A) of the Companies (Winding up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day before the Prospectus Date;
- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked, withheld or subject to qualifications (except for customary conditions imposed by (i) the Stock Exchange in relation to the Listing, (ii) and/or the AIX in relation to the AIX Listing) prior to the commencement of trading of the Shares on the Main Board and the AIX;
- 2.1.4 admission into CCASS in respect of the 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 Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) may agree in writing);

- 2.1.5 the execution and delivery of the International Underwriting Agreement by the parties thereto on or about August 26, 2025 and such agreement not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become 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 to become 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;
- 2.1.6 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 (i) the approval of the SEHK of the listing of, and permission to deal in the Shares; (ii) all of the waivers and exemptions to be granted by the SEHK or the SFC (as applicable); and (iii) the written confirmation letter confirming the Shares will be admitted to the official list of the AIX having been granted, and all such Approvals and Filings not otherwise having been revoked, withdrawn, ended or invalidated;
- 2.1.7 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;
- 2.1.8 the Warranties being true, accurate, not misleading and not being 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); and
- 2.1.9 each of the Warrantors 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 conditions must be met.

- 2.2 **Procure fulfilment:** Each of the Warrantors jointly and severally undertakes to the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Hong Kong Underwriters 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 Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters), the Stock Exchange, the SFC, the Registrar of Companies in Hong Kong, the AIX, the AFSA, the CSRC and any other relevant Governmental Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the Shares and the fulfilment of such Conditions.

- 2.3 **Extension:** The Sole Sponsor and the Sole Representative (for itself and on behalf of the other 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 or all Conditions by such number of days/hours and/or in such manner as the Sole Sponsor and the Sole Representative may determine (in which case the Sole Sponsor and the Sole Representative 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 the 30th day after the date of the Prospectus and any such extension and the new timetable shall be notified by the Sole Sponsor and Sole Representative to the other parties to this Agreement and the relevant regulatory Governmental Authorities as soon as practicable after any such extension is made); or
 - 2.3.2 in respect of the Condition set out in Clause 2.1.1, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition and to notify the Company in writing accordingly.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions has not 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 **No waiver in certain circumstances:** The Sole Sponsor's, the Sole Representative's, the Sole Sponsor-OC's, the Overall Coordinators', the Joint Global Coordinators', the Joint Bookrunners', the Joint Lead Managers', the CMI's or the Hong Kong Underwriters' consent to or knowledge of any amendments/ supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.
- 2.6 **Offer Price:** The Company and the Sole Representative (for itself and on behalf of the other Underwriters) hereby agree to fix the Offer Price at HK\$10.92 per Offer Share (exclusive of the Brokerage, the Trading Fee, the AFRC Transaction Levy and the Transaction Levy).
- 2.7 **Reduction of the Offer Price range and/or the number of Offer Shares:** The Sole Sponsor and the Sole Representative (for itself and on behalf of the other Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process in respect of the International Offering, and with the prior consent of the Company, reduce the indicative Offer Price range and/or the number of Offer Shares below those stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, as soon as reasonably practicable following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, (i) cause to be published on the website of the Stock Exchange (www.hkexnews.hk), on the website of the Company (www.jiaxinir.com) and on the website of the AIX (<https://aix.kz/>) notices of the reduction. Upon issue of such a notice, the revised indicative Offer Price range and/or number of Offer Shares will be final and conclusive and the Offer Price, if agreed upon by the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Underwriters) and the Company, will be fixed within such revised range. Such notice shall also include

confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Prospectus, and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange, the SFC and/or the AIX (if necessary); and (iii) comply with all the Laws applicable to that reduction.

3 APPOINTMENTS

- 3.1 **Sole Sponsor:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC as the sole sponsor of the Company in relation to its application for Admission, and the Sole Sponsor, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sole Sponsor hereunder is in addition to its engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandate, which shall continue to be in full force and effect.
- 3.2 **Sole Sponsor-OC, Sole Representative and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC as the Sole Representative and the sponsor-overall coordinator, and CICC and CGI as the overall coordinators in connection with the Global Offering, and each of the Sole Sponsor-OC and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. The Company also hereby confirms and acknowledges its appointment, to the exclusion of others, of CICC as the designated Sole Sponsor-OC of the Global Offering for communication with, and provision of information to, the Stock Exchange and the SFC in accordance with the applicable Laws or upon request. For the avoidance of doubt, the appointment of the Sole Representative, the Sole Sponsor-OC and the Overall Coordinators hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandate and OC Engagement Letters, which shall continue to be in full force and effect.
- 3.3 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and CGI as the joint global coordinators in connection with the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.4 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CGI, CMB International Capital Limited, Celestial Securities Limited, ABCI Capital Limited, Tiger Brokers (HK) Global Limited and AVICT Global Asset Management Limited as the joint bookrunners in connection with the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CGI, CMB International Capital Limited, Celestial Securities Limited, ABCI Securities Company Limited, Tiger Brokers (HK) Global Limited and AVICT Global Asset Management Limited and Lighthouse Capital (HK) Financial Limited as the joint lead managers in connection with the Global Offering, and each of the Joint Lead Managers, relying on the

Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

- 3.6 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CGI CMB International Capital Limited, Celestial Securities Limited, ABCI Capital Limited, ABCI Securities Company Limited, Tiger Brokers (HK) Global Limited and AVICT Global Asset Management Limited and Lighthouse Capital (HK) Financial Limited as the capital market intermediaries in connection with the Global Offering, and each of the CMIs, 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 CMIs hereunder is in addition to their engagement under the terms and conditions of the CMI Engagement Letters, which shall continue to be in full force and effect.
- 3.7 **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 and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 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 authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or person(s) are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clauses 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 **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 its Affiliates, 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 its roles as a Sole Sponsor, Sole Representative, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.
- 3.10 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable Laws or the selling restrictions set out in any of the Offering Documents and the

relevant Hong Kong Underwriters shall remain liable to the Company for the performance of this Agreement. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company.

- 3.11 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything in this Agreement, none of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and their respective delegates under Clause 3.8 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):

3.11.1 any of the matters referred in Clauses 9.2.1 to 9.2.3;

3.11.2 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

Notwithstanding anything contained in Clause 9, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 9 to recover any Loss (as defined in Clause 9.2) incurred or suffered or made as a result of or in connection with any of the foregoing matters.

- 3.12 **No fiduciary duties:** Each of the Warrantors acknowledges and agrees that (i) the Sole Sponsor, in its roles as such, is acting solely as sponsor in connection with the Listing, (ii) the Sole Representative, in its role as such, is acting sole as sole representative in connection with the Global Offering, (iii) the Sole Sponsor-OC, in its role as such, is acting solely as sponsor-overall coordinator of the Global Offering, (iv) the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, (v) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, (vi) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, (vii) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering, (viii) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering and (ix) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering.

Each of the Warrantors further acknowledges that the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters are acting pursuant to a contractual relationship with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or advisor to the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint

Lead Managers the CMIs or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the Listing, either before or after the date hereof.

The Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Hong Kong Underwriters hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters), and each of the Warrantors hereby confirms its understanding and agreement to that effect. The Warrantors, on the one hand, and the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as applicable, on the other hand, agree that the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting in their respective roles as principal and not the agent (except and solely, with respect to the Sole Representative, 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 hereof, with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.6 hereof) nor the fiduciary or advisor of any member of the Group or the Warrantors, and none of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters has assumed, or will assume, any fiduciary, agency 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 Shares on the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters).

Each of the Warrantors further acknowledges and agrees that the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters are not advising the Warrantors, their respective directors, management or shareholders or any other person (to the extent applicable) as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Sole Sponsor, 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 Code of Conduct in their capacity as Sole Sponsor in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors shall consult with its/his/her 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 Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and their respective directors, officers and Affiliates shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of Shares on the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, and the Hong Kong Underwriters and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that that the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ 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 the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters with respect to any breach or alleged breach of any fiduciary, agency, 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 Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions.

- 3.13 **Several obligations:** Without prejudice to Clause 3.12 above, any transaction carried out by the appointees under Clauses 3.1 to 3.7, or by any of the delegates under Clause 3.8 of such appointee, within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal and any stabilizing activities conducted in accordance with Clause 6.1) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. 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.

3.14 Advice to the Company: The Company hereby confirms and acknowledges that each of the Overall Coordinators has:

- 3.14.1 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;
- 3.14.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicating its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
- 3.14.3 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;
- 3.14.4 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 the Code of Conduct;
- 3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs;
- 3.14.6 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 Governmental Authority which apply to placing activities including the Global Offering, and that the Company and its directors fully understand and undertake to the Sole Sponsor and the Underwriters that they have met or will meet these responsibilities; and
- 3.14.7 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.

4 HONG KONG PUBLIC OFFERING

- 4.1 Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company, the Sole Sponsor shall arrange for and the Company shall cause the Formal Notice to be published on the

official website of the Stock Exchange at www.hkexnews.hk and the official website of the Company at www.jiaxinir.com on the days specified in Schedule 6 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Underwriters). The Company will, on the Prospectus Date, publish the Prospectus on the official website of the Company at www.jiaxinir.com and the official website of the Stock Exchange at www.hkexnews.hk.

- 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 **Hong Kong Share Registrar and White Form eIPO Service:** The Company has appointed the Hong Kong Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the White Form eIPO Service upon and subject to the terms and conditions of the Registrar's Agreement. The Company undertakes with the Hong Kong Underwriters to procure that the Hong Kong Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a No. 8 typhoon warning signal or above, "extreme conditions" as announced by the Government of the Hong Kong and/ or a black rainstorm warning signal (collectively, "**Bad 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 Bad Weather Signal remains in force 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 Sole Sponsor and the Sole Representative 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 allocation of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application.

The Company shall, and shall procure the Receiving Bank and the Hong Kong Share Registrar to, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Sole Sponsor and the Sole Representative with such information, calculations and assistance as the Sole Sponsor and the Sole Representative may require for the purposes of determining, *inter alia*:

- 4.5.1 in the event of an 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 an Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; and
- 4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.
- 4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (an “**Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong 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, the number of Hong Kong Offer Shares remaining available as a result of the Under-Subscription (the “**Unsubscribed Shares**”), as the Sole Representative may in its 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), provided that
- 4.6.1 the obligations of the Hong Kong Underwriters in respect of such Unsubscribed Shares under this Clause 4.6 shall be several (and not joint or joint and several);
- 4.6.2 the number of Unsubscribed 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 1):

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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsubscribed 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 Sole Representative may determine to avoid fractional shares;
- T is the total number of Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable;
- C is the Hong Kong 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 2.7, 4.10 and 4.12, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and
- 4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Sole Representative in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Sole Representative of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Shares under this Clause 4.6 shall be final and conclusive.

None of the Sole Representative or 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 Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Sole Representative that the relevant application was made or procured to be made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 5.
- 4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the closing of the Application Lists and accepted by the Sole Sponsor and the Sole Representative 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 Unsubscribed Shares:** In the event of an Under-Subscription, the Sole Representative shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the Hong Kong Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the day of such notification and subject to the

Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

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

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on August 27, 2025 (the date specified in the Prospectus for the despatch of the share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the Hong Kong 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 Sole Representative to make applications:** In the event of an Under-Subscription, the Sole Representative shall have the right (to be exercised at its sole and absolute discretion and in relation to which it is under no obligation to exercise) to apply or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsubscribed Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.6. Any application submitted or procured to be submitted by the Sole Representative 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 (an “**Over-Subscription**”), then:

- 4.11.1 subject to any required reallocation as set out in Clause 4.11.2 the Sole Representative, in its sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Sole Representative may in its sole and absolute discretion determine and the Hong Kong Underwriters will

not be entitled to the underwriting commission referred to in Clause 7.1 in respect of the Offer Shares reallocated 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 Over-Subscription occurs; or (ii) the International Offer Shares under the International Offering are not fully subscribed and the Over-Subscription occurs, the Sole Representative may, at its sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the 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 16,471,200 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 7.1 in respect of such 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 Stock Exchange, including 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 an Under-Subscription shall occur, the Sole Representative, shall have the right to (but shall have no obligation to), in its sole and absolute discretion, reallocate all or any of the Unsubscribed Shares to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Sole Representative may, in its sole and absolute discretion, determine. Any Unsubscribed Shares which are so reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement. The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of the Offer Shares to be reallocated to the International Offering. If a Money Settlement Failure shall occur, the relevant Hong Kong Offer Shares shall be reallocated from the Hong Kong Public Offering to the International Offering and be made available as additional International Offer Shares.
- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon an Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Sole Representative, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMLs 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.

- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertakes with the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's 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 Shares on the Stock Exchange to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the Hong Kong Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on August 27, 2025 (the date specified in the Prospectus for the despatch of Share certificates):

- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived or modified 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 Sole Representative 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 Sole Representative 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 the Hong Kong Public Offering Applications and held by the Nominees will be paid in Hong Kong dollars to the Company at or around 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominees receiving written confirmation from the Sole Representative that the Conditions have been fulfilled or waived and that share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Sole Representative in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

- 5.2.1 the Sole Representative is hereby irrevocably and unconditionally authorised by the Company to direct the Nominees (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Sole Representative (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) the amounts payable by the Company pursuant to Clause 7; and
- 5.2.2 to the extent that the amounts deducted by the Nominees under Clause 5.2.1 are insufficient to cover, or the Nominees do not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 7, the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy).

- 5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Sole Representative will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominees 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 in respect of Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sole Representative is hereby irrevocably and unconditionally authorized by the Company to direct the Nominees to deduct and pay such amounts.
- 5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Sole Representative will, on behalf of the Company, arrange for the payment by the Nominees to the persons entitled thereto 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 for Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sole Representative is hereby irrevocably and unconditionally authorized by the Company to direct the Nominees 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's Agreement, the Nominees will pay refunds of applications monies, and the Hong Kong Share Registrar will arrange for payment of refunds of application monies, to those successful or unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive any refund of

application monies (in whole or in part) in accordance with 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 Nominees pursuant to the terms of the Receiving Bank Agreement.
- 5.7 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of their respective Affiliates has or shall have any liability whatsoever under Clause 5 or Clause 7 or otherwise for any default by the Nominees or the Hong Kong Share Registrar or any other application of funds.

6 STABILIZATION

- 6.1 **Stabilization:** The Company hereby appoints, to the exclusion of all others, CICC (the “**Stabilizing Manager**”) as its stabilizing manager in connection with the Global Offering to (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 stabilizing action(s) with a view to supporting the market price of the Offer Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Company hereby acknowledges and agrees that the Stabilizing Manager may, from time to time, in its sole and absolute discretion, appoint agents to act on its behalf with the same authorities and rights as the Stabilizing Manager in connection with any stabilization activities. Any stabilization actions taken by the Stabilizing Manager or any person acting for it as stabilizing manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time.

Each of the Hong Kong Underwriters (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company (which, for the avoidance of doubt, does not include the exercise of the Over-allotment Option).

6.2 **Stabilizing losses and profits:**

- 6.2.1 All liabilities, expenses and losses arising from stabilization activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the respective accounts of the International Underwriters in the same proportions, as nearly as may be practicable, as the respective International Offering Underwriting Commitments of the International Underwriters, and may be deducted from the commissions payable to the International Underwriters.
- 6.2.2 All profits or gains arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the accounts of the Sole Representative upon and subject to the terms and conditions of the International Underwriting Agreement.

6.2.3 The Company shall not be responsible for any liabilities, expenses and losses and shall not be entitled to any profit arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager.

6.3 **No stabilization by the Warrantors:** Each of the Warrantors undertakes to the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's, the Hong Kong Underwriters and each of them that, it/he will not, and will cause its/his Affiliates or any of its/his/her or its/his Affiliates' respective directors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

6.3.1 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 stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

6.3.2 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

6.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

provided that the granting and exercising of the Over-allotment Option pursuant to this Agreement and the International Underwriting Agreement shall not constitute a breach of this Clause 6.3.

7 COMMISSIONS AND COSTS

7.1 **Underwriting commission:** Subject to the provisions of this Clause 7, the Company shall pay to the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) an underwriting commission equal to 2.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the "**Underwriting Commission**"). For the avoidance of doubt, no underwriting commission in respect of 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, shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Sole Representative shall be no less favourable than as set out in the OC Engagement Letters and in compliance with the Listing Rules, the Code of Conduct and Frequently Asked Questions as set out in Annex B.10 of the Guide for New Listing Applicants; 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 as set out in Annex B.10 of the Guide for New Listing Applicants. The Company has been advised by the Overall Coordinators the market's practice on the ratio of the fixed and discretionary fees to be paid to the CMIs.

- 7.2 **Incentive fee:** The Company may, at its sole discretion, pay any one or all of the Hong Kong Underwriters an additional incentive fee (the “**Incentive Fee**”) of up to 1.0% 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). The actual absolute amount of the Incentive Fee (if any) and the split of the Incentive Fee (if any), in absolute amount, among all Underwriters, shall be determined and communicated to each CMI at or around August 26, 2025 and to be set out 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 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), in accordance with such engagement letters between the Company and the respective Overall Coordinator or CMI and in compliance with the Code of Conduct and the requirements under the Listing Rules.
- 7.3 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Sole Sponsor the sponsor fee and other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Sole Sponsor pursuant to and in accordance with the terms of the Sponsor and Sponsor-OC Mandate.
- 7.4 **Other costs payable by the Company:** All fees, costs, charges, Taxation and other expenses of, in connection with or incidental to the Global Offering, the listing of the Shares on the Main Board of the Stock Exchange and the AIX, this Agreement, and the transactions contemplated thereby or hereby including, and in each case, subject to the terms of the agreements (and all amendments or supplements thereto) entered into between the Company and the relevant parties, where applicable, without limitation:
- 7.4.1 any remaining payable sponsor fees and remaining payable out-of-pocket expenses actually incurred by the Sole Sponsor in accordance with the Sponsor and Sponsor-OC Mandate and out-of-pocket expenses payable (if any) in accordance with each of the CMI Engagement Letters;
 - 7.4.2 fees and expenses of the Reporting Accountants;
 - 7.4.3 fees, disbursements and expenses of any transfer agent or registrar for the Shares, any service provider appointed by the Company in connection with White Form eIPO Service and the process agent referred to in Clause 16.4 hereof;
 - 7.4.4 fees, disbursements and expenses of all Legal Advisors and any other legal advisors to the Company or the Underwriters;
 - 7.4.5 fees, disbursements and expenses of any public relations consultants engaged by the Company;
 - 7.4.6 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;

- 7.4.7 fees, disbursements and expenses of the Independent Technical Consultant;
- 7.4.8 fees, disbursements and expenses of the Kazakhstan Tax Advisor;
- 7.4.9 fees, disbursements and expenses of any translators engaged by the Company;
- 7.4.10 fees, disbursements and expenses of the Receiving Bank and the Nominee;
- 7.4.11 fees, disbursements and expenses of the financial printer engaged by the Company;
- 7.4.12 fees, disbursements and expenses of other agents, third party service providers, consultants and advisors engaged by the Company or the CMIs and the Underwriters relating to the Global Offering;
- 7.4.13 fees, disbursements and expenses related to the application for listing of and permission to deal in the Shares on the Stock Exchange, the filing or registration of any documents (including, without limitation, the Hong Kong Public Offering Documents, the CSRC Filings and any amendments and supplements thereto) with any relevant Governmental Authority (including, without limitation, the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;
- 7.4.14 all costs and expenses for roadshow (including pre-deal or non-deal roadshow), pre-marketing or investor education activities, and presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including without limitation, expenses associated with the production of slides and graphics for the Investor Presentation Materials, and all fees and expenses of any consultants engaged in connection with the Investor Presentation Materials, travel, lodging and other fees and expenses incurred by the Company, the Overall Coordinators, the Joint Global Coordinators, the CMIs and the Underwriters and any such consultants and their respective representatives;
- 7.4.15 all printing, document production, courier and advertising costs in relation to the Global Offering;
- 7.4.16 all costs of preparation, despatch and distribution of the Offering Documents (where applicable) in all Relevant Jurisdictions, and all amendments and supplements thereto;
- 7.4.17 all costs of preparation, printing or production of this Agreement, the International Underwriting Agreement, the agreement among Hong Kong Underwriters, the agreement among International Underwriters, the agreement among syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares;
- 7.4.18 all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing and other presentations relating to the Global Offering;
- 7.4.19 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;

- 7.4.20 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, all capital duty (if any), premium duty (if any), stamp duty (if any), Taxation, levy and other fees, costs and expenses payable in respect of the creation, issue, sale, distribution and delivery of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of and the performance of any provisions of this Agreement or otherwise in connection with the Global Offering;
- 7.4.21 all costs and expenses related to the preparation and launching of the Global Offering;
- 7.4.22 all costs and expenses related to the press conferences of the Company in relation to the Global Offering;
- 7.4.23 all stock admission fees, processing charges and related expenses payable to HKSCC;
- 7.4.24 all CCASS transaction fees payable in connection with the Global Offering;
- 7.4.25 all fees and expenses related to background check and searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, company searches and directorship searches and other searches conducted in connection with the Global Offering; and
- 7.4.26 all costs, fees and out-of-pocket expenses incurred by the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters or any of them or on their or its behalf under this Agreement or and the International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 7.4 or pursuant to any other agreements between the Company and any of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Underwriters, provided that breakdown and details of such out-of-pocket expenses shall be provided to the Company for review and approval by email, and such costs, fees and expenses shall be subject to the maximum cap as set out in the respective Sponsor and Sponsor-OC Mandate, OC Engagement Letter or CMI Engagement Letter (if applicable),

shall be borne by the Company, and the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such fees, costs, charges, Taxation and expenses. Notwithstanding anything to the contrary in Clause 17.12, if any costs, expenses, fees or charges referred to in this Clause 7.4 is paid or to be paid by any of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters for or on behalf of the Company, the Company shall, and the Controlling Shareholders shall procure the Company to, reimburse such costs, expenses, fees or charges to the relevant Sole Sponsor, Sole Representative, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter on an after-tax basis.

For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 7.4 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 10 calendar days upon written demand by the Sole Representative.

- 7.5 **Costs and expenses payable in case 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 and Incentive Fee under Clauses 7.1 and 7.2, but the Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation and expenses referred to in Clauses 7.3 and 7.4 which have been incurred or are liable to be paid by the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and/or the Hong Kong Underwriters and all other costs, fees, charges, Taxation and expenses payable by the Company pursuant to Clauses 7.3 and 7.4 forthwith on demand by the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or the relevant party which incurred the costs, fees, charges, Taxation and expenses, as the case may be, and the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters may, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominee to make such payment.
- 7.6 **Time of payment of costs:** All commissions, fees, costs, charges and expenses referred to in this Clause 7 shall, except as otherwise provided in this Clause 7, if not so deducted pursuant to Clause 5.2, be payable by the Company in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, or in the absence of such engagement letter or agreement, within 15 Business Days of the first written request by the Sole Representative.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of Schedule 3 hereto, and each of the Controlling Shareholders hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of Schedule 3 hereto, to the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.
- 8.2 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

- 8.2.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 38D of the Companies (Winding up and Miscellaneous Provisions) Ordinance;
- 8.2.2 on the Prospectus Date and the date(s) of supplemental Prospectus(es) (if any);
- 8.2.3 on the Acceptance Date;
- 8.2.4 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);
- 8.2.5 immediately prior to (i) the delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications and (ii) payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);
- 8.2.6 the date on which the basis of allotment of the Hong Kong Offer Shares is announced;
- 8.2.7 immediately prior to 8:00 a.m. (HKT) on the Listing Date ;
- 8.2.8 immediately prior to 8:00 a.m. (ALMT) on the Listing Date;
- 8.2.9 immediately prior to commencement of dealings in the Offer Shares on the Stock Exchange;
- 8.2.10 immediately prior to commencement of dealings in the Offer Shares on the AIX;
- 8.2.11 the date(s) on which the Over-allotment Option (or any part thereof) is exercised; and

the date on which any subscription of Offer Shares pursuant to any exercise of the Over-allotment Option is completed,,

in each case with reference to the facts and circumstances then subsisting, provided, however, that all of the Warranties shall remain true, accurate and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents or the CSRC Filings made or delivered under Clause 8.5 subsequent to the date of the registration of the Prospectus, or any approval by the Sole Sponsor and/or the Sole Representative, 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 jointly and severally undertakes to as soon as reasonably practicable notify the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) in writing if it comes to its/his/her 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 or breached in any respect, at any time up to the last to occur of the dates specified in Clause 8.2, or if it/he becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue,

incomplete, inaccurate or misleading in any respect, or any significant new factor likely to materially and adversely affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any of the Warrantors (as the case may be).

- 8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby jointly and severally undertakes to the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incomplete, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates 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, the CSRC Filings or any of them without the prior approval of the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) provided that such approval shall not be unreasonably withheld or delayed.
- 8.5 **Remedial action and announcements:** Each of the Warrantors shall notify the Sole Sponsor and the Sole Representative, as soon as reasonably practicable if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to 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 fact or opinion, contained in the Offering Documents, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents, the CSRC Filings or any of them, if the same were issued immediately after 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 CSRC Filings; or (iv) any significant new factor likely to affect the Hong Kong Public Offering, the Global Offering or any Warrantor shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, Joint Lead Managers, the CMI's, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall as soon as reasonably practicable take such remedial action as may be required by the Sole Sponsor and/or the Sole Representative, including as soon as reasonably practicable preparing, announcing, issuing, publishing, distributing or otherwise making available, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Sole Sponsor and the Sole Representative may require and supplying the Sole Sponsor and the Sole Representative (on behalf of itself and the other Hong Kong Underwriters) 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 Sole Sponsor and/or the Sole Representative for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Sole Sponsor, the Sole Representative or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter, event or fact or (ii) result in the loss of the Sole Sponsor's, the Sole Representative's, the Sole Sponsor-OC's, the Overall Coordinators', the CMI's',

the Joint Global Coordinators', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement, amendment or document in connection with the Global Offering or do any such act or thing without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (provided that such consent shall not be unreasonably withheld), except as required by Laws, in which case the relevant Warrantor shall first consult the Sole Sponsor and the Overall Coordinators 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 and careful enquiry and that such Warrantor (if any individual) or the directors of such Warrantor (if a legal entity) has/have used his/her/their best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate and not misleading or deceptive. Notwithstanding that any of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, 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/his/her personal representatives or its/his/her successors in title.
- 8.8 **Release of obligations:** Any liability to the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters (or the rights of any of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters) against any other person under the same or a similar liability.
- 8.9 **Consideration:** Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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 **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 INDEMNITY

9.1 **No claims against Indemnified Parties:** No claim (whether or not any such claim involves or results in any Proceedings) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 9), the Indemnifying Parties to recover any loss, liability, damage, payment, cost (including legal costs), charge, expense or Taxation which the Indemnifying Parties may suffer or incur by reason of or in any way arising out of: (i) 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 Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering; (ii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares, the preparation or despatch of the Hong Kong Public Offering Documents; or (iii) any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

9.2 **Indemnity:** Each of the Indemnifying Parties undertakes, from time to time, jointly and severally, to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against (i) all litigations, actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party (including, without limitation, any investigation or inquiry by or before any Governmental Authority) (“**Proceedings**”), and (ii) all losses, liabilities, damages, payments, costs (including legal costs), disbursements, charges, fees, expenses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any judgment obtained in respect of any such Proceedings) and Taxation (“**Losses**”) which, jointly or

severally, any Indemnified Party may suffer or incur or which may be made or threatened to be brought against any Indemnified Party and which, directly or indirectly, arise out of or are in connection with:

- 9.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proofs, the CSRC Filings, the PHIP, the OC Announcements, all notices, announcements, advertisements, communications, the Investor Presentation Materials or other documents relating to or in connection with the Group or the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters or any of them) (collectively, the “**Related Public Information**”); or
- 9.2.2 any of the Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue statement of a 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 material 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
- 9.2.3 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, incomplete, inaccurate or misleading in any respect, or based on an unreasonable assumption, or any omission or alleged omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading or the fact or any allegation that the Offering Documents or the CSRC Filings do not or did not, contain all information material in the context of the Global Offering or otherwise required to be stated therein; or
- 9.2.4 the execution, delivery and performance by the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Offering Documents or in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct and the Listing Rules as a Sole Sponsor-OC, Overall Coordinator, CMI or otherwise, as applicable; or
- 9.2.5 the execution, delivery or performance of this Agreement by the Warrantors and/or the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares; or
- 9.2.6 any breach or alleged breach on the part of the Warrantors or any action or omission of any Group Company or any Warrantor or any of their respective directors, officers or employees resulting in a breach of any of the provisions of this Agreement, the Articles of Association, 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
- 9.2.7 any of the Warranties being untrue, incomplete, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be

untrue, incomplete or inaccurate or misleading in any respect or alleged to have been breached in any respect; or

- 9.2.8 any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication, distribution or making available of any of the Related Public Information and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents, this Agreement and the International Underwriting Agreement; or
- 9.2.9 any act or omission of any Group Company or any of the Warrantors in relation to the Global Offering; or
- 9.2.10 the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the AIX Business Rules, the AIFC Market Rules, the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 9.2.11 any failure or alleged failure by the Company, any of the Controlling Shareholders, or any of the Directors or employees of any Group Company to comply with their respective obligations under the Listing Rules, the AIX Business Rules, the AIFC Market Rules, the Articles of Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Hong Kong Public Offering); or
- 9.2.12 the breach or alleged breach by any Group Company or any of the Warrantors of the applicable Laws in any respect; or
- 9.2.13 any Proceeding being instigated or threatened against the Company, any Group Company or any of the Directors, or settlement of any such Proceeding; or
- 9.2.14 any breach or alleged breach by any of the Warrantors of the terms and conditions of the Hong Kong Public Offering; or
- 9.2.15 any other matter arising in connection with the Global Offering,

provided that the indemnity provided for in this Clause 9.2.4 shall not apply in respect of any relevant Indemnified Party to the extent where any such Proceeding or any such Loss is finally determined by a court of competent jurisdiction or a properly constituted arbitral panel to have been caused solely and directly by the fraud, wilful misconduct or gross negligence on the part of such Indemnified Party. The non-application of the indemnity provided for in Clause 9 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 9.3 **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 9.2, it/he shall promptly give notice thereof to the Sole Representative (for itself and on behalf of other Indemnified Party) in writing with reasonable details thereof.
- 9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the

Indemnifying Parties of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Parties shall not relieve the Indemnifying Parties from any liability which they may have to any Indemnified Party under this Clause 9 or otherwise. The Indemnifying Parties may participate at their expense in the defence of such Proceedings including appointing counsel at their expense to act for them in such Proceedings; provided, however, except with the consent of the Sole Representative (for itself and on behalf of any Indemnified Parties), that counsel to the Indemnifying Parties shall not also be counsel to the Indemnified Parties. Unless the Sole Representative (for itself and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Parties acting as counsel to such Indemnified Parties in such Proceeding, the Sole Representative (for itself and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Parties and paid as incurred.

- 9.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, 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 satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) 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, the Indemnifying Parties under this Agreement. The Indemnifying Parties shall be liable for any settlement or compromise by the 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 the Indemnifying Parties, and agree 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. The Indemnified Parties are not required to obtain consent from the Indemnifying Parties with respect to such settlement or compromise or consent to judgment. 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 shall be in addition to any liability which the Indemnifying Party may otherwise have.
- 9.6 **Arrangements with advisors:** If any Indemnifying Party enters into any agreement or arrangement with any advisor for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the advisor 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 advisor to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:
- 9.6.1 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;

- 9.6.2 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
- 9.6.3 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.
- 9.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 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 Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.
- 9.8 **Payment free from counterclaims/set-offs:** All payments made by any Indemnifying Party under this Clause 9 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 Laws. If the Indemnifying Party makes a deduction or withholding under this Clause 9, the sum due from the 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.
- 9.9 **Payment on demand:** All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Parties as and when they are incurred within ten Business Days of a written notice demanding payment being given to the Indemnifying Parties by or on behalf of the relevant Indemnified Party.
- 9.10 **Taxation:** If a payment under this Clause 9 will be or has been subject to Taxation, the Indemnifying Parties 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.
- 9.11 **Full force:** The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's 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 in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the CSRC Rules, the Listing Rules, the AIX Business Rules, the

AIFC Market Rules, and all applicable Laws and all applicable requirements of the Stock Exchange, the SFC, the AIX, the AFSA, the CSRC or any other relevant Governmental Authority in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering unless otherwise waived or exempted by the relevant Authorities, including, without limitation:

- 10.1.1 doing all such things as are necessary to ensure that Admission is obtained and not cancelled or revoked;
- 10.1.2 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the AIX, the AFSA, the CSRC and other relevant Governmental Authorities, including but not limited to (i) lodging with the Stock Exchange all relevant documents, declarations and undertakings on FINI in such manner, form and time as required under the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC, and (ii) lodging with the AIX all relevant documents, declarations and undertakings in such manner, form and time as required under the AIX Business Rules and the AIFC Market Rules and all applicable rules, procedures, terms and conditions and guidance materials of the AIX;
- 10.1.3 making available on display on Stock Exchange's website at www.hkexnews.hk and the Company's website at www.jiaxinir.com, the documents referred to in the section of the Prospectus headed "Appendix VIII – Documents Delivered to the Registrar of Companies and Available on Display" for the period stated therein;
- 10.1.4 using its best endeavours to procure that the Hong Kong Share Registrar, the White Form eIPO 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's Agreement and the Receiving Bank Agreement, and do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated therein;
- 10.1.5 procuring that none of the Company, any member of the Group, the Controlling Shareholders, and/or any of their respective directors, supervisors, 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 Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40th) day immediately following the date of the International Underwriting Agreement;
- 10.1.6 procuring that no Connected Person of the Company and no existing shareholder of the Company or their respective Close Associates will, himself/herself or itself (or through a company controlled by it/him/her) apply to subscribe for or purchase Hong Kong Offer Shares either in his/her or its own name or through nominees unless permitted to do so under the Listing Rules or relevant waiver or consent has been obtained from the Stock Exchange for such subscription, and if the Company shall become aware of

any application or indication of interest for Hong Kong Offer Shares by any Connected Person or existing shareholder of the Company or their respective Close Associates either in his/her or its own name or through a nominee, it shall forthwith notify the Sole Sponsor and the Sole Representative (for itself and on behalf of the Hong Kong Underwriters);

- 10.1.7 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 Prospectus headed “Future Plans and Use of Proceeds” (unless otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and no such change could be made without the consent of the Sole Sponsor and the Sole Representative (which consent shall not be unreasonably withheld or delayed) during a period of twelve months from the Listing Date, and the Company shall provide reasonable prior notice and the details of such change (if any) to the Sole Sponsor and the Sole Representative), and 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 Underwriters) of any sanction laws and regulations;
- 10.1.8 cooperating with and fully assisting, and procuring the members of the Group, the Controlling Shareholders, the substantial shareholders (as defined in the Listing Rules), Associates of the Company, and/or any of their respective directors, officers, employees, Affiliates, agents, advisors, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including but not limited to the provision of materials, information and documents to the Stock Exchange, the SFC, the AIX, the AFSA, the CSRC and other regulators under the Code of Conduct, the Listing Rules and the CSRC Rules;
- 10.1.9 complying with the Listing Rules, the AIX Business Rules, the AIFC Market Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;
- 10.1.10 from the date hereof until 5:00 p.m. on the date which is the 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, sub-division or otherwise), except for the Share Subdivision as provided in the Prospectus;
- 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 of the placing tranche;

10.2 Information:

- 10.2.1 provide to the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters all such information known to the Company or the Controlling Shareholders or which on due and careful enquiry ought to be known to the Company or the Controlling Shareholders and whether relating to the Group or the Company or any of the Controlling Shareholders or otherwise as may be required by the Sole Sponsor or the Sole Representative (for itself and on behalf of the other Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the AIX, or the AFSA, of the CSRC or of any other relevant Governmental Authority);
- 10.2.2 provide to the Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sponsor and/or the Sole Representative may reasonably require.

10.3 Restrictive covenants: not, and procure that no other member of the Group will:

- 10.3.1 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time;
- 10.3.2 enter into any commitment or arrangement which, in the sole opinion of the Sole Sponsor and the Sole Representative, has or will or may result in a Material Adverse Effect or adversely affect the Global Offering;
- 10.3.3 take any steps which, in the sole opinion of the Sole Sponsor and the Sole Representative, would be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention in the Prospectus and/or the CSRC Filings;
- 10.3.4 amend any of the terms of the appointments of the Hong Kong Share Registrar, the Nominees, the Receiving Bank and the White Form eIPO Service Provider without the prior written consent of the Sole Sponsor and the Sole Representative, provided that such consent shall not be unreasonably withheld or delayed;
- 10.3.5 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association, save as requested by the Stock Exchange, the SFC, the AIX, the AFSA, the CSRC or any other Governmental Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules or in accordance with any new

interpretation or changes in applicable Laws or allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing as described in the Prospectus; and

- 10.3.6 without the prior written approval of the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Underwriters), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and/or the Hong Kong Underwriters under this Agreement.
- 10.4 **Maintaining listing:** procure that it will maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the Shares on the Stock Exchange and the AIX, and comply with the Listing Rules, the AIX Business Rules and the AIFC Market Rules and all requirements of the Stock Exchange, the SFC, the AIX and the AFSA, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules, the AIX Business Rules and the AIFC Market Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.5 **Legal and regulatory compliance:** comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the AIX, the AFSA, the CSRC and any other Governmental Authority), including, without limitation:
- 10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;
- 10.5.2 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;
- 10.5.3 complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its directors;

- 10.5.4 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
- 10.5.5 submitting to the Stock Exchange, as soon as practicable before the commencing of dealings in the Shares on the Stock Exchange, the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Stock Exchange’s website) via FINI;
- 10.5.6 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Prospectus;
- 10.5.7 not taking, directly or indirectly, any action which is designed to stabilize or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, provided that the granting of the Over-allotment Option by the Company hereunder shall not constitute any breach of this Clause 10.5.7;
- 10.5.8 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 Appendix C3 to the Listing Rules and procuring that the directors of the Company uphold, comply and act in accordance with the provisions of the same;
- 10.5.9 complying with the Listing Rules, the AIX Business Rules, the AIFC Market Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting any estimated financial information contained in the Prospectus and/or any information required by the CSRC, the Stock Exchange, the SFC, the AIX, the AFSA or any other relevant Governmental Authority to be announced and disseminated to the public, provided that the Company shall give the Sole Sponsor and the Sole Representative not less than three Business Days’ notice and reasonable opportunity to review and comment on such disclosure prior to issuance;
- 10.5.10 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;

- 10.5.11 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), promptly notifying the CSRC or the relevant Governmental Authority in the PRC and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Underwriters) of such material information to the extent permitted by the applicable Laws;
 - 10.5.12 keeping the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange, the SFC, the AIX, the AFSA or of any other relevant Governmental Authority, and to enable the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Underwriters) to provide (or procuring their provision) to the CSRC, the Stock Exchange, the SFC or any such relevant Governmental Authority, in a timely manner, such information as the CSRC, the Stock Exchange, the SFC, the AIX, the AFSA or any such relevant Governmental Authority may require;
 - 10.5.13 providing to or procuring for the Sole Sponsor and the Overall Coordinators all necessary consents to the provision of the information referred to in Clause 10.1 and Clause 10.5;
 - 10.5.14 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;
 - 10.5.15 providing to the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Sponsor and/or the Sole Representative may reasonably require;
 - 10.5.16 complying with all the undertakings and commitments made by it or the Directors in the Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC, the AIX, the AFSA and/or the CSRC; and
 - 10.5.17 maintaining the appointment of a compliance advisor and obtaining advice from such compliance advisor in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules;
- 10.6 **Internal control:** ensure that any material issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and, without prejudice to the generality of the

foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.

10.7 **Significant changes:** If, at any time within 12 months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents, the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, and, in connection therewith,

10.7.1 as soon as reasonably practicable provide full particulars thereof to the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers the CMI and the Hong Kong Underwriters;

10.7.2 if so required by the Sole Sponsor or the Sole Representative, inform the Stock Exchange, the SFC, the AIX, the AFSA or the CSRC of such change or matter;

10.7.3 if so required by the Stock Exchange, the SFC, the AIX, the AFSA, the CSRC, the Sole Sponsor or the Overall Coordinators, as soon as reasonably practicable amend and/or prepare and deliver (through the Sole Sponsor and the Sole Sponsor-OC) to the Stock Exchange, the SFC or the CSRC for approval, documentation containing details thereof in a form agreed by the Sole Sponsor and the Sole Representative and publish such documentation in such manner as the Stock Exchange, the SFC, the AIX, the AFSA, the CSRC, the Sole Sponsor and/or the Sole Representative may require; and

10.7.4 make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

in each case, at the Company's own expense, and not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters), provided that such consent shall not be unreasonably withheld or delayed.

For the purposes of this Clause 10.7, "**significant**" means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

10.8 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 TERMINATION

11.1 **Termination by the Sole Representative:** The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under

this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the Shares commences on the Stock Exchange:

11.1.1 there develops, occurs, exists or comes into force:

- (a) any new law or regulation or any change or development involving a prospective change or any event or series of events or circumstances likely to result in a change or a development involving a prospective change in existing laws or regulations, or the interpretation or application thereof by any court or any competent Governmental Authority in or affecting Hong Kong, Kazakhstan, Luxembourg, the PRC, the United States, the United Kingdom, the European Union (or any member thereof) or other jurisdictions relevant to the Group or the Global Offering (each a “**Relevant Jurisdiction**” and collectively, the “**Relevant Jurisdictions**”); or
- (b) any change or development involving a prospective change, or any event or series of events or circumstances likely to result in a change or prospective change, in any local, national, regional or international financial, political, military, industrial, economic, fiscal, legal, regulatory, currency, credit or market conditions or sentiments, Taxation, equity securities or currency exchange rate or controls or any monetary or trading settlement system, or foreign investment regulations (including, without limitation, a devaluation of the Hong Kong dollar, United States dollar or Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or the Renminbi is linked to any foreign currency or currencies) or other financial markets (including, without limitation, conditions and sentiments in stock and bond markets, money and foreign exchange markets, the inter-bank markets and credit markets) in or affecting any Relevant Jurisdictions, or affecting an investment in the Offer Shares; or
- (c) any event or series of events, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, other industrial actions, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, rebellion, public disorder, paralysis in government operations, acts of war, epidemic, pandemic, outbreak or escalation, mutation or aggravation of diseases, (including without limitation COVID-19, SARS, MERS, H5N1, H1N1, swine or avian influenza or such related/mutated forms), accident or interruption or delay in transportation) in or affecting any of the Relevant Jurisdictions, or without limiting the foregoing, any local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of God or act of terrorism (whether or not responsibility has been claimed), or other state of emergency or calamity or crisis in or affecting any of the Relevant Jurisdictions; or
- (d) the imposition or declaration of any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on (i) the trading in shares or securities generally on the Stock Exchange, the AIX, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or (ii) the trading in any securities of the Company listed or quoted on a stock exchange or an over-the-counter market; or

- (e) the imposition or declaration of any general moratorium on banking activities in or affecting any of the Relevant Jurisdictions or any disruption in commercial banking or foreign exchange trading or securities settlement or clearing services, procedures or matters in or affecting any of the Relevant Jurisdictions; or
- (f) other than with the prior written consent of the Sole Representative, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or
- (g) the commencement by any Governmental Authority or other regulatory or political body or organization of any public action or investigation against a Group Company or a director, a supervisor or a senior management member of any Group Company or announcing an intention to take any such action; or
- (h) the imposition of economic sanctions or export controls on any Group Company or any of the Controlling Shareholders or by or on any Relevant Jurisdiction, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction; or
- (i) any valid demand by creditors for repayment of indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or
- (j) any non-compliance of the Prospectus or the CSRC Filings (or any other documents used in connection with the contemplated offering, allotment, issue, subscription or sale of any of the Offer Shares) or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or
- (k) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or any Controlling Shareholder or any Director or senior management members as named in the Prospectus; or
- (l) any contravention by any Group Company, any Director of the Listing Rules, the AIX Business Rules, the AIFC Market Rules or applicable Laws; or
- (m) any change or prospective change, or a materialization of, any of the risks set out in the section headed “Risk Factors” in the Prospectus,

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters):

- i. has or will or may have a material adverse effect, whether directly or indirectly, on the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company or the Group as a whole;

- ii. has or will or may have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of indications of interest under the International Offering; or
 - iii. makes or will make or may make it impracticable, inadvisable, inexpedient or incapable for any material part of this Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged, or for the Hong Kong Public Offering and/or the Global Offering to proceed or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or
 - iv. has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or
- 11.1.2 there has come to the notice of the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) that:
- (a) any statement contained in any of the Offering Documents, the CSRC Filings and/or 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) (the "**Global Offering Documents**") was, when it was issued, or has become untrue, incorrect, inaccurate in any material respect or misleading; or that any estimate, forecast, expression of opinion, intention or expectation contained in any such documents, was, when it was issued, or has become unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or
 - (b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, constitute a material omission or misstatement in any Global Offering Document; or
 - (c) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the representations, warranties and undertaking given by the Company or the Controlling Shareholders in this Agreement or the International Underwriting Agreement; or
 - (d) any event, act or omission which gives rise or is likely to give rise to any liability of any of the Indemnifying Parties pursuant to the indemnities in this Agreement; or
 - (e) any breach of any of the obligations or undertakings imposed upon the Company or any member of the Controlling Shareholders to this Agreement or the International Underwriting Agreement or the Cornerstone Investment Agreements; or
 - (f) there is any change or development involving a prospective change, having a Material Adverse Effect; or
 - (g) that the Chairman of the Board, any Director or any member of senior management of the Company named in the Prospectus seeks to retire, or is removed from office or vacating his/her office; or

- (h) any Director or any member of senior management of the Company named in the Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship of a company; or
- (i) the Company withdraws the Prospectus (and/or any other documents used in connection with the subscription or sale of any of the Offer Shares pursuant to the Global Offering) or the Global Offering; or
- (j) that the approval by the Listing Committee of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering (including pursuant to any exercise of the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (k) that the approval by the relevant authority of the AIX for the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering (including the AIX Offering and any exercise of the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (l) any person (other than any of the Sole Sponsor) has withdrawn or sought to withdraw its consent to the issue of any of the Offering Documents with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or
- (m) any prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or
- (n) an order or petition is presented for the winding-up or liquidation of any member of the Group, or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of any member of the Group; or
- (o) (A) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (B) other than with the prior written consent of the Sole Representative, the issue or requirement to issue by the Company of a supplement or amendment to the CSRC Filings pursuant to the CSRC Rules or upon any requirement or request of the CSRC; or (C) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or
- (p) that a material portion of the orders placed or confirmed in the bookbuilding process, or investment commitments made by any cornerstone investors under the Cornerstone Investment Agreement signed with such cornerstone investor, have been withdrawn, terminated or cancelled, as a result of the payment of

the relevant investment amount not being received or settled in the stipulated time and manner or otherwise;

- q) the Stock Borrowing Agreement is not duly authorized, executed and delivered in accordance with the terms of the Stock Borrowing Agreement or it is terminated (except in the event that there is no over-allocation in the International Offering).

then the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) may, in their sole and absolute discretion and upon giving notice in writing to the Company, terminate this Agreement with immediate effect at or prior to 8:00 a.m. on the day that trading in the Shares commences on the Stock Exchange.

11.2 Effect of termination: Upon the termination of this Agreement pursuant to the provisions of Clause 11.1 or Clause 2.4:

- 11.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 11.2 and Clauses 7.3, 7.4, 7.5, 9, 13 to 17 and any rights or obligations which may have accrued under this Agreement prior to such termination;
- 11.2.2 with respect to the Hong Kong Public Offering, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Sole Representative pursuant to Clause 4.10 and/or by successful applicants under valid applications under the Hong Kong Public Offering shall be refunded forthwith (in the latter case, the Company shall procure that the Hong Kong Share Registrar and the Nominees dispatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar's Agreement and the Receiving Bank Agreement); and
- 11.2.3 notwithstanding anything to the contrary under this Agreement, the Company shall forthwith pay to the Sole Representative the fees, costs, charges and expenses set out in Clauses 7.3 and 7.4 and the Sole Representative may, in accordance with the provisions herein, instruct the Nominees to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

- 12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters that except pursuant to the Global Offering (including pursuant to the Over-allotment Option), at any time after the date of this Agreement up to and including the date falling six months after the Listing Date (the "**First Six Month Period**"), it will not, without the prior written consent of the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- 12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, 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 the share capital or any other securities of the Company or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any share capital or other securities of the Company, as applicable), or deposit any share capital or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or

12.1.2 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 the Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares); or

12.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 12.1.1 or 12.1.2 above; or

12.1.4 offer to or agree to do any of the foregoing specified in Clause 12.1.1, 12.1.2 or 12.1.3 or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other securities, in cash or otherwise (whether or not the issue of such share capital or other securities will be completed within the First Six Month Period). The Company further agrees that, in the event the Company is allowed to enter into any of the transactions described in Clause 12.1.1, 12.1.2 or 12.1.3 above or offers to or agrees to or announces any intention to effect any such transaction during the period of six months commencing on the date on which the First Six Month Period expires (the “**Second Six Month Period**”), it will take all reasonable steps to ensure that such an issue or disposal will not, and no other act of the Company will, create a disorderly or false market for any Shares or other securities of the Company.

The Controlling Shareholders undertake to each of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters that it/he shall procure the Company to comply with the undertakings in this Clause 12.1.

12.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters that it will, and the Controlling Shareholders undertake to procure that the Company will, comply with the minimum public float requirements specified in the Listing Rules (the “**Minimum Public Float Requirement**”), and it will not effect any purchase of the Shares, or agree to do so, which may reduce the holdings of the Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement or any waiver granted and not revoked by the Stock Exchange prior to the expiration of the First Six Month Period without first having obtained the prior written consent of the Sole Sponsor and the Sole Representative (for itself and on behalf of the Hong Kong Underwriters).

- 12.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholder hereby undertakes to each of the Company, the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters that, without the prior written consent of the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:
- 12.3.1 save for the lending of Shares by Ever Trillion pursuant to the Stock Borrowing Agreement, it/he will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for it/him/her and the companies controlled by it/him/her will not, at any time during the First Six Month Period, (i) sell, offer to sell, accept subscription for, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable or any interest in any of the foregoing), or deposit any Shares or other securities of the Company 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 (legal or beneficial) of any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable or any interest in any of the foregoing), or (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 12.3.1(i) or (ii) above, or (iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 12.3.1(i), (ii) or (iii) above, in each case, whether any of the transactions specified in Clause 12.3.1(i), (ii) or (iii) above is to be settled by delivery of Shares or other securities of the Company or in cash or otherwise, and whether or not the transactions will be completed within the First Six Month Period; and
- 12.3.2 it/he will not, during the Second Six Month Period, enter into any of the transactions specified in Clause 12.3.1 (i), (ii) or (iii) above or offer to or agree to contract to 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, it will cease to be a Controlling Shareholder of the Company or a member of a group of the Controlling Shareholders of the Company or would together with the other Controlling Shareholders cease to be "Controlling Shareholders" of the Company; and
- 12.3.3 until the expiry of the Second Six Month Period, in the event that it enters into any of the transactions specified in Clause 12.3.1 (i), (ii) or (iii) or offer to or agrees to or contract to or publicly announce any intention to effect any such transaction, it/he will take all reasonable steps to ensure that such a disposal will not create a disorderly or false market in the securities of the Company.

The restrictions in this Clause 12.3 shall not prevent the Controlling Shareholders from (i) purchasing additional Shares or other securities of the Company and disposing of such additional Shares or securities of the Company in accordance with the Listing Rules, provided that any such purchase or disposal does not contravene the lock-up arrangements with the Controlling Shareholders referred to in this Clause 12.3 or the compliance by the Company with the Minimum Public Float Requirement, and (ii) using the Shares or other securities of the Company or any interest therein beneficially owned by them as security (including a charge or a pledge) in favor of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a bona fide commercial loan, provided that (a) the relevant Controlling Shareholder will immediately inform the Company and the Sole Representative in writing of such pledge or charge together with the number of Shares or other securities of the Company so pledged or charged if and when it/he or the relevant registered holder(s) pledges or charges any Shares or other securities of the Company beneficially owned by it/him/her, and (b) when the relevant Controlling Shareholder receives indications, either verbal or written, from the pledgee or chargee of any Shares that any of the pledged or charged Shares or other securities of the Company will be disposed of, it/he will immediately inform the Company and the Sole Representative of such indications.

The Company hereby undertakes to the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters that upon receiving such information in writing from the Controlling Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, the SFO and/or any other applicable Law, notify the Stock Exchange and/or other relevant Governmental Authorities, and make a public disclosure in relation to such information by way of an announcement.

- 12.4 **Full force:** The undertakings in this Clause 12 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed.

13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published, made publicly available or despatched by the Company (or by any of its Controlling Shareholders, directors, officers, employees, consultants, advisors or agents) during the period of six months from the date of this Agreement without the prior written approval of the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) (such approval shall not be unreasonably withheld or delayed) except in the event and to the extent that any such announcement, circular, supplement or document is required by applicable Laws, the Listing Rules, the AIX Business Rules, the AIFC Market Rules, or required by any securities exchange or regulatory or governmental body to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the AIX, the AFSA, the CSRC and the SFC, whether or not the requirement has the force of law and any such announcement, circular, supplement or document so issued, published, made publicly available or despatched by any of the parties shall be made only after consultation with the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters), and after the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) have had a reasonable opportunity

to review and comment on the final draft and their respective comments (if any) have been fully considered by the issuers thereof.

- 13.2 **Discussion with the Sole Sponsor and the Sole Representative:** The Company undertakes to the Sole Sponsor and the Sole Representative (for itself and on behalf of the other Hong Kong Underwriters) that it will, and the Controlling Shareholders undertake to procure that the Company will, conduct prior discussion with the Sole Sponsor and the Sole Representative in relation to any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Prospectus up to the six months from the date of this Agreement, which may conflict with any statement in the Prospectus.
- 13.3 **Full force:** 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 the termination of this Agreement. The Company shall procure compliance by the Group and its Affiliates with the provisions of this Clause 13.

14 CONFIDENTIALITY

- 14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that their respective Affiliates, directors, officers, employees, consultants, advisors or agents will, for a period of two years from the date of this Agreement, 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 in relation to 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, advisors, 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 Governmental Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the AIX, the AFSA, the CSRC and the SFC, 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 advisors, auditors and internal auditors of such party on a need-to-know basis and/ or under a duty of confidentiality;
 - 14.2.5 the information has come into the public domain through no fault of such party;
 - 14.2.6 required or requested by any of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's or the Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering;
 - 14.2.7 required by any of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinator, the Joint

Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters 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 (and in the case of the Hong Kong Underwriters, by the Sole Sponsor and the Sole Representative (for itself on behalf of the other Hong Kong Underwriters)) have given prior written approval to the disclosure, such approval not to be unreasonably withheld; 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 Clauses 14.2.3 and 14.2.8, any such information disclosed shall be disclosed only after consultation with the other parties.

14.3 **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 and the matters and arrangements referred to or contemplated in this Agreement.

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, when successfully transmitted; and

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.

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**:

Address: Room 4501, 45/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong

Email: qiuhez1021@jiaxinltd.com

Attention: Mr. Qiu Huaizhi

If to **Controlling Shareholders**:

Address: Room 4501, 45/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong

Email: qiuhez1021@jiaxinltd.com

Attention: Mr. Qiu Huaizhi

If to CICC:

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

Email: IB_PROJECTWHKIPO@cicc.com.cn and
IB_PROJECTWAIXIPO@cicc.com.cn

Attention: Project W

If to any of the other Hong Kong Underwriters, to the address and email address of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in Schedule 1, respectively.

- 15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or email address 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 AND IMMUNITY

- 16.1 **Governing law:** This Agreement, and any non-contractual obligations arising out of or in connection with it, including this Clause 16, shall be governed by and construed in accordance with the laws of Hong Kong.

- 16.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or in connection with this Agreement including any question regarding its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or in connection with it (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the

Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted (the “**Rules**”). The Rules are deemed to be incorporated by reference into this Clause **Error! Reference source not found.** 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. Any award of the tribunal shall be final and binding on the parties from the date it is made. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause **Error! Reference source not found.** 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. Nothing in this Clause **Error! Reference source not found.** shall be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

16.3 **Service of documents:** Without prejudice to the provisions of Clause 16.4, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.

16.4 **Process agent:** Without prejudice to Clause 16.3 above, each of the Controlling Shareholders hereby irrevocably appoints the Company of Room 4501, 45/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong (the “**Controlling Shareholders’ Process Agent**”) as its/his authorized representative for the acceptance of service of process (which includes service of all and any documents relating to any proceedings) arising out of or in connection with any arbitration proceedings or any proceedings before the courts of Hong Kong and any notices to be served on any of the Controlling Shareholders in Hong Kong.

Service of process upon the Controlling Shareholders by service upon the Controlling Shareholder Process Agent in its/his/her capacity as agent for the service of process for the Controlling Shareholders shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by the Controlling Shareholders. If for any reason the Controlling Shareholder Process Agent shall cease to be agent for the service of process for any of the Controlling Shareholders or if the place of business in Hong Kong of the Company identified above shall cease to be an available address for the service of process for the Company, the Company or such Controlling Shareholder(s) (as the case may be) shall promptly notify the Sole Sponsor and the Sole Representative and within 14 days to designate a new address in Hong Kong as its place of business or appoint a new agent for the service of process in Hong Kong (as the case may be) acceptable to the Sole Sponsor and the Sole Representative. Where a new agent is appointed for the service of process for the Controlling Shareholder(s), such Controlling shareholder(s) shall deliver to each of the other parties hereto a copy of the new agent’s acceptance of that appointment as soon as reasonably practicable, failing which the Sole Sponsor and the Sole Representative shall be entitled to appoint such new agent for and on behalf of such Controlling Shareholder(s), and such appointment shall be effective upon the giving of notice of such appointment to such Controlling Shareholder(s). Nothing in this Agreement shall affect the right to serve process in any other manner permitted by the applicable Laws.

Where proceedings are taken against any Warrantor in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, such Warrantor shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Sole Sponsor and the Sole Representative 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 from the date on which notice of the proceedings was given, failing which the Sole Sponsor and the Sole Representative shall be entitled to appoint such agent for and on behalf of such Warrantor, and such appointment shall be effective upon the giving notice of such appointment to such Warrantor. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by the applicable Laws.

- 16.5 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company or any of the Controlling Shareholders has or can claim for itself/himself/herself or its/his/her assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or otherwise) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from any form of attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself/himself/herself or its/his/her assets, properties or revenues any such immunity (whether or not claimed), the Company or such Controlling Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable Laws).

17 MISCELLANEOUS

- 17.1 **Time is of the essence:** Save as otherwise expressly provided herein including without limitation the right of the Sole Sponsor and the Sole Representative hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.
- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 17.3 **Assignment:** Each of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 9, respectively, to any of the persons who have the benefit of the indemnities in Clause 9 and any successor entity to the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators the Joint Bookrunners, the Joint Lead Managers,, the CMIs and the Hong Kong Underwriters, as applicable. Obligations under this Agreement shall not be assignable.
- 17.4 **Release or compromise:** Each party may release or compromise, in whole or in part, 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 and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without

prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).

- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.

- 17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Sole Sponsor and the Sole Sponsor-OC, the Sponsor and Sponsor-OC Mandate, (ii) with respect to the Company and the Overall Coordinators, the OC Engagement Letters, and (iii) with respect to the Company and the CMIs, the CMI Engagement Letters, constitute the entire agreement between the Company, the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Sponsor and Sponsor-OC Mandate, the OC Engagement Letters and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto.

- 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. Without prejudice to Clause 17.15.3, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.

- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the 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 or award 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 **Authority to the Sole Representative:** Unless otherwise provided herein, each of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters (other than the Sole Representative) hereby authorizes the Sole Representative to act on behalf of all the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and Hong Kong Underwriters in its sole and absolute discretion in the exercise of all rights and discretions granted to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, Joint Lead Managers, the CMI and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Sole Representative in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.12 **Taxation:** All payments to be made by the Company or the Controlling Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes. If any Taxes are required by any Laws to be deducted or withheld in connection with such payments, the Company or the Controlling Shareholders, as the case may be, will increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable.

If any of the other parties is required by any Governmental Authority to pay any Taxes as a result of this Agreement, the Company (or the Controlling Shareholders, as the case may be) will pay an additional amount to such party so that the full amount of such payments as agreed in this Agreement to be paid to such party is received by such party and will further, if requested by such party, use reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms as such party may reasonably request, (b) promptly making available to such party notices received from any Governmental Authority, and (c) subject to the receipt of funds from such party, by making payment of such funds

on behalf of such party to the relevant Governmental Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Governmental Authority or other official document evidencing such payment.

- 17.13 **Officer's Certificates:** Any certificate signed by any officer of the Warrantors and delivered to the Sole Sponsor, the Sole Representative or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Warrantors, as to matters covered thereby, to each of the Sole Sponsor, the Sole Representative 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 it/he 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 it/him/her, or any loss or damage or liability suffered or incurred by it/him/her, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it/he 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 it/him/her 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 or any of the other Indemnified Parties against it/him/her under this Agreement) not to make any claim against any member of the Group or any director, officer or employee of the Company or of any other member of the Group on whom it/he may have relied 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 **Right of Third Parties:** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 17.15:
- 17.15.1 Indemnified Parties may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement;
- 17.15.2 An assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party; and
- 17.15.3 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 17.15.1.
- 17.16 **Professional Investors:** Each of the Company and the Controlling Shareholders has read and understood the Professional Investor Treatment Notice set forth in Schedule 7 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 Sole Sponsor and the Sole Representative (for itself and on behalf of the other Underwriters).

- 17.17 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.
- 17.18 **Further Assurance:** The Warrantors shall from time to time, on being required to do so by the Sole Sponsor and/or the Sole Representative now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Sole Sponsor and/or the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Sole Sponsor, the Sole Representative, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or 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.
- 17.19 **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.

SCHEDULE 1
THE CONTROLLING SHAREHOLDERS

Controlling Shareholder	Address	Email	Fax
Jiangxi Copper Company Limited (江西銅業股份有限公司) (“ Jiangxi Copper ”)	7666 Changdong Avenue, High-tech Development Zone, Nanchang, Jiangxi Province, the PRC 中華人民共和國江西省南昌市高新開發區昌東大道7666號	jccl@jxcc.com	N/A
Jiangxi Copper (Hong Kong) Investment Company Limited (江西銅業(香港)投資有限公司) (“ Jiangxi Copper HK ”)	Room 4501, 45/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道1號會展廣場辦公大樓45樓4501室	johnny@jxcc.com.hk	N/A
Mr. Liu Zijia (劉子嘉)	38/F, Far East Finance Centre, 16 Harcourt Road, Admiralty, Hong Kong 香港金鐘夏慤道16號遠東金融中心38樓	zijia.liu@hotmail.com	N/A
Ever Trillion International Limited (恒兆國際有限公司) (“ Ever Trillion ”)	38/F, Far East Finance Centre, 16 Harcourt Road, Admiralty, Hong Kong 香港金鐘夏慤道16號遠東金融中心38樓	Zijia.liu@hotmail.com	N/A

SCHEDULE 2
THE HONG KONG UNDERWRITERS

Hong Kong Underwriter (Address, Addressee and Fax Number)	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
China International Capital Corporation Hong Kong Securities Limited 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong Fax: N/A Attention: Project W	See below	See below
China Galaxy International Securities (Hong Kong) Co., Limited 20/F Wing On Centre, 111 Connaught Road Central, Hong Kong Fax: N/A Attention: Project W	See below	See below
CMB International Capital Limited 45th Floor, Champion Tower, 3 Garden Road Central, Hong Kong Fax: N/A Attention: Project W	See below	See below
Celestial Securities Limited 22/F Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong Fax: N/A Attention: Project W	See below	See below
ABCI Securities Company Limited 10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Central, Hong Kong	See below	See below

Hong Kong Underwriter (Address, Addressee and Fax Number)	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
Fax: N/A Attention: Project W		
Tiger Brokers (HK) Global Limited	See below	See below
23/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong Fax: N/A Attention: Project W		
AVICT Global Asset Management Limited	See below	See below
Units 6704B-06A, Level 67 International Commerce Centre, 1 Austin Road West, Tsim Sha Tsui, Hong Kong Fax: N/A Attention: Project W		
Lighthouse Capital (HK) Financial Limited	See below	See below
Units 1801-02, Hollywood Centre, 233 Hollywood Road, Sheung Wan, Hong Kong Fax: N/A Attention: Project W		
Total:		100%

$$A = B/C \times 10,981,200 \text{ Shares}$$

where:

“A” is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded down to the nearest whole number of a Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 10,981,200, and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

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

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

SCHEDULE 3

THE WARRANTIES

Part A: Representations and Warranties of the Warrantors

Each of the Warrantors, jointly and severally, represents, warrants and undertakes to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the CMI, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them as follows:

1 Accuracy of Information

- 1.1 None of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, or any individual Supplemental Offering Material (as defined below) when considered together with the Hong Kong Public Offering Documents or the Preliminary Offering Circular, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, except for the logos, names and addresses of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs for use therein.
- 1.2 No individual Supplemental Offering Material (as defined below) conflicts or will conflict with the Offering Documents (as used herein, “**Supplemental Offering Material**” means any “**written communication**” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares (other than the Offering Documents or amendments or supplements thereto), including, without limitation, any roadshow materials relating to the Offer Shares that constitutes such a written communication).
- 1.3 All statements, expressions of opinion or intention, forward-looking statements, forecasts and estimates (including the statements regarding the sufficiency of working capital, future plans, use of proceeds, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the AIX Filings (as defined below) and the CSRC Filings (at and as of the date thereof) (A) have been made after due, careful and proper consideration; (B) were and remain based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the AIX Filings and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions; and (C) represented and continue to represent reasonable and fair expectations honestly held based on facts known to each of the Company, any Subsidiary, and/or any of their respective directors, supervisors (if any), officers, employees, affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act, “**affiliates**”) or agents; there are and will be no other facts known or which could, upon reasonable inquiry, have been known to each of the Warrantors or the Directors the omission of which would or may make any such expression, statement, forecast or estimate misleading. “**AIX Filing(s)**” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the AIX, relating to or in connection with the Global Offering pursuant to the AIX Business Rules and other applicable rules and requirements of the AIFC and AIX.

- 1.4 The Hong Kong Public Offering Documents contains and will contain (A) all information and particulars required to comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules, all other rules and regulations of the Stock Exchange and all applicable Laws; and (B) all such 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 activities, assets and liabilities, financial position, profits and losses and prospects of the Company and the Subsidiaries, taken as a whole, and of the rights attaching to the Shares.
- 1.5 The AIX Offering Documents contain and will contain (A) all information and particulars required to comply with the AIX Business Rules, AIFC Market Rules, all other rules and regulations of the AIX and the AFSA and all applicable Laws; and (B) all such 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 activities, assets and liabilities, financial position, profits and losses and prospects of the Company and the Subsidiaries, taken as a whole, and of the rights attaching to the Shares.
- 1.6 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice) and all filings and submissions provided by or on behalf of the Warrantors, the Subsidiaries and/or any of their respective directors, supervisors (if any), officers, or to the best of the Warrantors' or the Subsidiaries' knowledge after due and careful inquiry, their respective employees, affiliates or agents, to the Stock Exchange, the SFC, the AIX, the AFSA, the CSRC and/or any relevant Governmental Authority have complied and will comply with all applicable Laws, contain no untrue statement of a material fact and do not omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.7 Except where permitted or required by the Stock Exchange, the Company has not published any advertisement or other publicity material in any newspaper or other media in connection with the Global Offering in the United States, Hong Kong, the PRC, Kazakhstan or any other jurisdiction at any time prior to the Global Offering and has complied, to the extent applicable, with Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange (as amended and updated from time to time, the "Guide") in respect of Rule 9.08 of the Listing Rules and applicable requirements of the AIX Business Rules and AIFC Market Rules.
- 1.8 Without prejudice to any of the other Warranties:
- 1.8.1 the statements contained in the section of each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular headed "Future Plans and Use of Proceeds," including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration and inquiry;
- 1.8.2 the statements contained in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular relating to Company's consolidated indebtedness as at close of business on August 11, 2025 are complete, true and accurate and not misleading and all material developments in relation to the Company's indebtedness have been disclosed;

- 1.8.3 the statements relating to the Group's liquidity and capital resources contained in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular in the section headed "Financial Information" are complete, true and accurate in all material respects and not misleading;
- 1.8.4 the statements contained in the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular (A) in the sections headed "Share Capital" and "Appendix IV—Summary of the Articles of Association," insofar as they purport to describe the terms of the Offer Shares; (B) in the section headed "Regulatory Overview," insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Company and the Subsidiaries; (C) in the section headed "Appendix VI—Statutory and General Information," insofar as they purport to describe the provisions of the Laws and documents referred to therein; and (D) in the section headed "Appendix IV—Summary of the Articles of Association," insofar as they purport to describe the material provisions of the Articles of Association, are a fair summary of the relevant terms, laws, regulations and documents; and
- 1.8.5 the reply to each question set out in the Verification Notes given by or on behalf of the Warrantors and their respective directors (if applicable) and all statements and information provided by or on behalf of any of the Warrantors and their respective directors (if applicable) in connection with any application or submission to or correspondence with the Stock Exchange, the SFC, the AIX, the AFSA, the CSRC or other applicable Governmental Authority, was so given by a person having appropriate knowledge and duly authorised for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and not misleading.
- 1.9 All statistical, market-related and operational data and information disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular as having come from the Warrantors 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 complete, true and accurate in all material respects and fairly presents the information shown therein; statistical and market-related data and information disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular as having come from a source other than the Warrantors are based on or derived from sources which the Warrantors' reasonably believes to be reliable and accurate and represent the Warrantors' good faith estimates that are made on the basis of data derived from such sources, and such data accurately 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 except where the lack of such consent would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect..
- 1.10 All information supplied or disclosed in writing or orally from time to time (and any new or additional information that updates or amends such information) by or on behalf of the Warrantors, the Subsidiaries, and/or their respective directors, supervisors (if any), officers or to the best of the Company's knowledge after due and careful inquiry, their respective employees to the Stock Exchange, the SFC, the AIX, the AFSA, the CSRC, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong

Kong Underwriters, the Reporting Accountants, the Internal Control Consultant and legal and other professional advisers to the Company and the International Underwriters and the Hong Kong Underwriters for the purposes of the Global Offering or the listing of the Shares on the Stock Exchange (including the answers and documents contained in the Verification Notes, 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 Offering Documents, the Supplemental Offering Materials, the AIX Filings, the CSRC Filings, or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI or the Hong Kong Underwriters of their obligations under all applicable Laws (including the CSRC Rules), the discharge by the Sole Sponsor of its obligations as sponsor under the Listing Rules and other applicable Laws, or for the discharge by the Overall Coordinators and the CMIs of their respective obligations as an Overall Coordinator and/or a CMI under the Code of Conduct, the Listing Rules, the AIX Business Rules, the AIFC Market Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the AIX, the AFSA, the CSRC or any other Governmental Authorities and the documents contained therein or referred thereto, and the submissions made by or on behalf of the Company and/or any of the Subsidiaries) 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 Hong Kong Offering Documents and the Preliminary Offering Circular or otherwise notified to the Stock Exchange, the SFC, the AIX, the AFSA, the CSRC and/or any relevant Authority, as applicable, remains complete, true and accurate in all material respects and not misleading.

2 CSRC Filings

- 2.1 Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any material information the omission of which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.
- 2.2 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.
- 2.3 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.

3 AIX Filings

- 3.1 Each of the AIX Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.
- 3.2 All information disclosed or made available in writing or orally and used as the basis of information contained in the AIX Filings by or on behalf of the Company and/or any of the Subsidiaries, and/or any of their respective directors, officers, employees, affiliates or agents, to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Reporting Accountants, and/or the legal and other

professional advisers for the Company for the purpose of replying to queries and comments raised by the AIX (including the answers and documents used as the basis of information contained or referred to in the AIX Filings, or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Sponsor-OC, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of their obligations under all applicable Laws (including the AIX Business Rules), or for the discharge by the Overall Coordinators of their respective obligations as an Overall Coordinator under the Code of Conduct, the Listing Rules, the AIX Business Rules, the AIFC Market Rules and other applicable Laws) was so disclosed or made available in full and in good faith and was, when given and, except as subsequently disclosed in the AIX Filings or otherwise notified to the AIX, remains complete, true and accurate and not misleading in any respect, and there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading in any respect.

- 3.3 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering with the AIX pursuant to the AIX Business Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the AIX in connection with such AIX Filings.
- 3.4 Each of the AIX Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the AIX Business Rules.
- 3.5 The Company shall procure to (i) have a sufficient minimum number of bona fide equity securities holders, each holding Offer Shares with a value of at least US\$2,000, (ii) maintain a sufficient process for price determination including, if appropriate, through the appointment of one or more market makers, in agreement between AIX, market maker and the Company, or (iii) appoint one or more market markers in order to fulfil the liquidity condition of the Offer Shares as required by AIX.

4 The Company and the Subsidiaries

- 4.1 The Company has the authorized and issued capital as set forth in the sections headed “Share Capital” in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, 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 right, right of first refusal or similar rights; (D) conform in all material respects to the description thereof contained in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular; (E) have been issued in compliance with all applicable Laws, and (F) are owned by substantial shareholders identified in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular in the amounts specified therein; no person is, or at each of (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date will be, entitled to any pre-emptive 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 Investment Agreements.
- 4.2 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 its jurisdiction of

incorporation, with legal right, power and authority (corporate and other) to own, use, lease and operate, as the case may be, its properties and conduct its business in the manner presently conducted and as disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular and is capable of suing and being sued in its own name.

- 4.3 Each of the Company and the Subsidiaries has been duly qualified to transact business where such qualified is required and is in good standing under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business that requires such qualification.
- 4.4 The memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of each of the Company and the Subsidiaries comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization and are in full force and effect upon Listing.
- 4.5 Save as disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, no person, individually or together with its affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the Exchange Act), ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.
- 4.6 None of the Company or any of the Subsidiaries is conducting or proposes to conduct any business, or has or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Company or such Subsidiary, as the case may be, but which is not directly or indirectly related to the business of the Company and the Subsidiaries, taken as a whole, as disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular.

5 Offer Shares

- 5.1 The Offer Shares have been duly and validly authorised and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable,
 - 5.1.1 will be duly and validly issued and fully paid and non-assessable and free and clear of all Encumbrances
 - 5.1.2 will have attached to them the rights and benefits specified in the Company's Articles of Association as described in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular;
 - 5.1.3 will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment;
 - 5.1.4 will be free of any restriction upon the holding, voting or transfer thereof pursuant to the applicable Laws or the memorandum and articles of association or other constituent or constitutive documents or the business licence of the Company or any agreement or other instrument to which the Company is a party; and

- 5.1.5 will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the International Underwriters) and their subsequent purchasers.
- 5.2 No holder of Offer Shares after the completion of the Global Offering is or will be subject to any personal liability in respect of the Company's liabilities or obligations by reason of being such a holder.
- 5.3 The Offer Shares conform to the descriptions thereof contained in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, including the descriptions in the sections headed "Share Capital" and "Appendix IV—Summary of the Articles of Association."
- 5.4 The certificates for the Offer Shares are in proper form to be legal and valid under the Laws of the PRC, Luxembourg, Kazakhstan and Hong Kong.
- 5.5 Except as set forth in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, there are no restrictions on subsequent transfers of the Offer Shares under the Laws of Kazakhstan, the PRC, Hong Kong or the United States.
- 6 **The Underwriting Agreements and the Operative Documents**
 - 6.1 Each of this Agreement, the International Underwriting Agreement, the Prospectus, the Operative Documents and any other documents required to be executed by any of the Warrantors pursuant to the provision of this Agreement, the International Underwriting Agreement or the Operative Documents has been, or will be, duly authorized, executed, and delivered by the Company and when duly authorized, executed and delivered by the other parties to this Agreement, the International Underwriting Agreement and the Operative Agreements to which the Company is a party, constitutes or will constitute a legal, valid and binding agreement of the Company, 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 "**Bankruptcy Exceptions**").
 - 6.2 The statements set forth in the sections of each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular headed, respectively, "Plan of Distribution," "Structure of the Global Offering," "Cornerstone Investors" and "Underwriting," insofar as they purport to describe the provisions of this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements are complete, true and accurate in all material respects and not misleading.
- 7 **No Conflict, Compliance and Approvals**
 - 7.1 None of the Company or any Subsidiary is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its memorandum and articles of association or other constituent or constitutive documents or its business license (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit

agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected; or (C) any Laws applicable to it or any of its properties or assets, except in each case of clauses (B) and (C) as would not individually or in the aggregate result in a Material Adverse Effect.

- 7.2 The execution and delivery 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 fulfilment 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, any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which any of the Company or any Subsidiary is a party, by which any of the Company or any Subsidiary is bound or to which any of the property or assets of any of the Company or any Subsidiary is subject; (B) violate any provision of the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of any 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, except in each case of clauses (A) and (D) as would not individually or in the aggregate result in a Material Adverse Effect.
- 7.3 Except for the requisite registration of the Prospectus with the Registrar of Companies in Hong Kong, the final approval from the Stock Exchange for the listing of and permission to deal in the Shares on the Main Board and the approval from the relevant authority of the AIX for admission of the Shares to be issued pursuant to the AIX Offering to the Official List of the AIX, Belt and Road Market Segment and for admission and listing of the Shares for trading on the AIX, all licenses, permits, permissions, authorizations, consents, approvals, certificates, clearances, qualifications, franchises, orders and other concessions of and from, and all registrations, declarations, notifications and filings of or with, any Governmental Authority having jurisdiction over any of the Warrantors or the Subsidiaries, or any of their respective properties (each a “**Governmental Authorization**”) required or advisable under any applicable Law in connection with (A) the Global Offering; (B) the issuance and sale of the Offer Shares; (C) the execution of this Agreement, the International Underwriting Agreement, the Operative Documents and the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering; (D) the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents, the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering to which the Company is a party; (E) the deposit of the Offer Shares with HKSCC, and (F) the issuance, publication, distribution or making available of each of the Offering Documents, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.
- 7.4 All Governmental Authorizations (including those from the CSRC) required for the Offer Shares under the Global Offering have been obtained, and approval in principle has been obtained from the listing committee of the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange and approval has been obtained from the relevant authority of the AIX for admission of the Shares to be issued pursuant to the AIX Offering to the Official List of the AIX, Belt and Road Market Segment and for admission of the Shares for trading on the AIX, and, to the best of the Warrantors’ knowledge, there is no reason to believe that such approval may be revoked, suspended or modified.

- 7.5 The Company has taken all necessary corporate and other actions to authorize, and has obtained all necessary approvals and authorizations (including approvals and authorizations from the shareholders of the Company and the Directors) in connection with, the Global Offering, the use and application of the proceeds from the Global Offering, the issue, publication, distribution or making available of each of the Offering Documents, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, and such approvals and authorizations are in full force and effect, and there is no reason to believe that any such approvals and authorizations may be revoked, suspended or modified.
- 7.6 Each of the Company and the Subsidiaries (A) is in compliance with all Laws described or referred to in the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular in the sections headed “Regulatory Overview” (“**Applicable Laws**”); (B) has received all Governmental Authorization required of them under Applicable Laws to own, lease, license and use its property and assets and conduct their respective businesses, and such Governmental Authorizations are valid and in full force and effect and contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular; and (C) is in compliance with the provisions of all such Governmental Authorizations; none of the Company or any of the Subsidiaries has any reason to believe that any Governmental Authority is considering modifying, suspending or revoking any such Governmental Authorizations.
- 7.7 (A) all Governmental Authorizations under any Laws applicable to, or from or with any Government Authority having jurisdiction over, any of the Company or its Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, have been obtained or made; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of the Company or any of the Subsidiaries pursuant to (i) its memorandum and articles of association or other constituent or constitutive documents or the business licence (as applicable), (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which it is bound or any of its properties or assets may be bound or affected, or (iii) any Laws applicable to the Company or any of the Subsidiaries or any of their properties or assets described in each of Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular except in each case of clauses (ii), where such breach, violation or default would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

8 Accounts and Other Financial Information

- 8.1 The Reporting Accountants, whose accountant's report on certain consolidated financial statements of the Company is included in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, are independent public accountants with respect to the Company as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.
- 8.2 (A) The audited consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular give a true, complete and fair view of the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Company and its consolidated Subsidiaries as of the dates and for the periods indicated, and have been prepared in conformity with the International Financial Reporting Standards ("IFRS") applied on a consistent basis throughout the periods involved; (B) the pro forma financial information (and the notes thereto) included under "Appendix II — Unaudited Pro Forma Financial Information" (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular has been prepared in accordance with the applicable requirements of the Listing Rules and has been presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any) are reasonable 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); (G) there are no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries that are required by any applicable Law or Listing Rules to be included in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular that are not included as required; and (H) none of the Company or the Subsidiaries has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations) that are not described in any of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular.
- 8.3 (A) The prospective information as set forth in the sections "Summary," "Business" and "Financial Information" of each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular and any forecasts and estimates, if any contained in the AIX Filings and CSRC Filings (the "**Prospective Financial Information**") 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 Company and the assumptions stated in each of the Hong Kong Public Offering Documents, the AIX Offering Documents, the Preliminary Offering Circular, AIX Filings and the CSRC Filings, and in accordance with the Company's accounting policies described in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular consistently applied; (B) the assumptions used in the preparation of the Prospective Financial Information (i) are those that the Company believes are significant in forecasting the financial performance of the Company and its Subsidiaries, and (ii) reflect, for each

relevant period, a reasonable forecast or estimate, as applicable, by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a reasonable forecast by the Company of the financial performance of the Company.

- 8.4 (A) The statements in relation to the adequacy of the working capital of the Company as set forth in the section of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular entitled “Financial Information—Liquidity and Capital Resources” (the “**Working Capital Statement**”), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company; (B) the bases and assumptions used in the preparation of the Working Capital Statement (i) are all those that the Company considers to be significant in making the Working Capital Statement for at least the 12-month period immediately following the Prospectus Date and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Working Capital Statement represents a fair and reasonable forecast by the Company of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Prospectus Date and that in the Company’s view, taking into account the net proceeds to be received by the Company from the Global Offering, the financial resources available to the Company and the Subsidiaries, including the Company’s consolidated cash and cash equivalents and unutilized bank facilities, the working capital available to the Company and the Subsidiaries is and will be adequate for the Company and the Subsidiaries’ present requirements and for at least the 12-month period immediately following the Prospectus Date.
- 8.5 The statements set forth in the section entitled “Financial Information—Material Accounting Policy Information and Estimates” in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading and accurately describes (A) accounting policies which the Company believes are the most important in the portrayal of the Company’s financial condition and results of operations (the “**Critical Accounting Policies**”); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; and the Board, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Reporting Accountants with regard to such selection, application and disclosure.
- 8.6 The sections entitled “Financial Information—Liquidity and Capital Resources” and “Financial Information—Indebtedness” in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular accurately and fairly describe (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur; (B) all 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 or any Subsidiary has any material 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 a material effect on the liquidity of the Company and the Subsidiaries taken as a whole or the availability thereof or the requirements of the Company and the Subsidiaries taken as a whole for capital resources.

- 8.7 The board memorandum of profit forecast for the financial year ending December 31, 2025 and working capital forecast for the period up to May 31, 2026 (the “**Profit Forecast Memorandum**”) has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering and prepared after due and careful inquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable; and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) the assumptions used in the preparation of the Profit Forecast Memorandum are those the Company believes are significant in making the profit forecast of the Group and reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum.
- 8.8 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) no information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading; and (C) no information was withheld from the Reporting Accountants, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any) of the Company included in any of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular or their review of the Group’s cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.
- 8.9 All historical financial information contained in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular (other than in the report of the Reporting Accountants set out in Appendix I to the Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in Appendix I to the Prospectus or is derived from the relevant accounting records of the Company and the Subsidiaries which the Warrantors in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.

9 Indebtedness and Material Obligations

- 9.1 (A) Save as disclosed in each of the Hong Kong Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, none of the Company or any of the Subsidiaries has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any material mortgage or charge or any material guarantee or other contingent liabilities; (B) no material outstanding indebtedness of the Company or any of the Subsidiaries has (or, with notice or lapse of time or fulfilment 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 fulfilment 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 relevant Subsidiaries; (C) no person to whom any material indebtedness of the Company or any of the Subsidiaries that is repayable on demand is owed has demanded or, to the best of the Warrantors' knowledge, 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 material indebtedness of any of the Company or the Subsidiaries, or under any guarantee of any material liability of any of the Company or the Subsidiaries; (E) none of the Company or any of the Subsidiaries has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent; (F) all guarantees of indebtedness of the Company and its Subsidiaries are in full force and effect, and there are no outstanding guarantees or contingent payment obligations of the Company or any of the Subsidiaries in respect of indebtedness of any party other than the Company or any of the Subsidiaries; and (G) existing guarantees provided by Jiangxi Copper Corporation (江西銅業股份有限公司) as well as the existing counter-guarantees provided by Ever Trillion International Limited (恒兆國際有限公司), CRCCII (CRCC International Investment Group Limited (中國鐵建國際投資集團有限公司), a company incorporated in Hong Kong with limited liability on July 14, 2008) and CCECC HK (CCECC (H.K.) Limited (中土工程(香港)有限公司), a company incorporated in Hong Kong with limited liability on November 21, 1986) will be released before the Listing.
- 9.2 (A) The amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on its borrowing contained in its memorandum and articles of association or other constituent or constitutive documents or its business license (as applicable) or in any debenture or other deed or document binding upon it; (B) none of the Company or any of the Subsidiaries has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of the Company or any of the Subsidiaries, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) no event has occurred, and to the best of the Company's knowledge after due and careful inquiry no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, and to the best of the Company's knowledge after due and careful inquiry no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to the Company or any of the Subsidiaries from or by any Government Authority in consequence of which the Company or the relevant Subsidiary is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

10 **Subsequent Events**

- 10.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, none of the Company or any of the Subsidiaries has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to the Company and the relevant Subsidiaries taken as a whole; (B) incurred, assumed or acquired or otherwise agreed to become subject to any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Company and the relevant Subsidiaries taken as a whole; (C) acquired or disposed of, or agreed to acquire or dispose of any business, asset, business unit, or technology that is material to the Company and the relevant Subsidiaries taken as a whole; (D) entered into merger, business consolidation, joint venture, strategic cooperation with any other entity or business that is material to the Company and the relevant Subsidiaries taken as a whole; (E) cancelled, waived, released or discounted in whole or in part any material debt or claim; (F) other than in the ordinary course of business, made any sale or transfer of any material tangible or intangible asset, any material mortgage or pledge or the creation of any security interest, lien, or Encumbrance on any such asset, or any lease of property, including equipment, other than tax liens with respect to taxes not yet due and statutory right of customers (if any) in inventory and other assets; (G) declared, made or paid any dividend or distribution of any kind on its capital stock of any class; (H) incurred any Encumbrance on any asset or any lease of property, plant or equipment that is material to the Company or the relevant Subsidiaries, other than such Encumbrances created in the ordinary course of business; or (I) entered into an agreement or a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (H) above.
- 10.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, (A) none of the Company or any of the Subsidiaries has sustained any material loss or material interference with its business from fire, explosion, flood, earthquake epidemic, pandemic or outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labour dispute or any action, order or decree of any Government Authority; (B) each of the Company and the Subsidiaries has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on; (C) each of the Company and the Subsidiaries has continued to pay its creditors in the ordinary course of business and on arms' length terms and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature; and (D) there has been no material changes in the relations of the business of the Company and its Subsidiaries with their respective customers, suppliers, licensors or lenders or the financial condition or the position, results of operations, prospects, assets or liabilities of said business or of the Company and its Subsidiaries as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the said business or the assets or properties of the Company and its Subsidiaries as a whole.
- 10.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, there has not been (A) any change or development that would result in a Material Adverse Effect; (B) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Company and the Subsidiaries, taken as a whole; (C) any obligation or liability, direct or

contingent (including, without limitation, any off-balance sheet obligations), incurred by any of the Company or the Subsidiaries which is material to the Company and the Subsidiaries, taken as a whole; (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any of the Company or the Subsidiaries; or (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any of the Company or the Subsidiaries.

- 10.4 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, there has been and will be no material change in the issued share capital or increase in non-current borrowings of the Group as of (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Company included in the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular; and there has been and will be no decreases in total revenues during the period from the date of the latest audited consolidated income statement of the Company to (i) the date of this Agreement, (ii) the date of the Final Offering Circular (if different from the date hereof) or (iii) each Time of Delivery, as applicable, in each case as compared to the corresponding periods in the preceding financial year.
- 10.5 Save as disclosed in each of the Hong Kong Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, (A) none of the suppliers and customers of the Company or any of the Subsidiaries has owned any interest in the Company or any of its Subsidiaries; (B) none of the shareholders or directors of any of the Company or the Subsidiaries or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, directly or indirectly interested in more than 5% of the Group's five largest suppliers and customers; (C) none of the Group's suppliers and customers are connected persons of the Group; (D) the Company and the Subsidiaries have not had any litigation, claims or material disagreements with their suppliers and customers which would, or could reasonably be expected to, cause material interference with its business and operations; and (E) save as to the credit periods granted under the relevant business agreements during the ordinary course of business of the Company and the Subsidiaries, none of the Company or any of its Subsidiaries has provided any form of financial assistance to the their suppliers and customers.
- 11 **Mining**
- 11.1 The Company has valid, good and marketable title to all mining rights and properties as described in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, in each case free and clear of all Encumbrances.
- 11.2 The Company has obtained and is in possession of all necessary permits, licenses and rights to explore, develop and operate the mining properties as described in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular. All such permits and licenses are valid and in full force and effect, and the Company is in compliance with all conditions thereof.
- 11.3 Save as otherwise disclosed in the Hong Kong Offering Documents and the Preliminary Offering Circular, the Company is in compliance with all applicable Laws in respect to its mining activities in all material respects, and no notice of any violation of any such

- 11.4 Law has been received by the Company, except where such non-compliance or violation would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.
- 11.5 There are no current, pending, or, to the Company's knowledge, threatened zoning or land use regulation changes that would materially adversely affect the Company's ability to operate its mining properties in the manner as disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular.
- 11.6 The statements contained in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular relating to the Company's mineral resources, ore reserves and major licenses, permits and approvals in the sections headed "Summary—Our Mineral Assets and Mining Rights" and "Business—Our Mineral Assets and Mining Rights" are complete, true and accurate in all material respects and not misleading.

12 **Assets**

- 12.1 (A) Each of the Company and the Subsidiaries has valid title to all real property that it purports to own, in each case free and clear of all Encumbrances and defects; (B) each of the Company and the Subsidiaries has valid title to all personal assets it purports to own, in each case free and clear of all Encumbrances and defects; except in each case of clauses (A) and (B) such Encumbrances and defects which would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect (C) each material 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, subject to the Bankruptcy Exceptions; (D) no 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; (E) neither the Company nor any Subsidiary is aware of any action, suit, claim, demand, investigation, judgment, award or proceeding of any nature that has been asserted by any person which may be materially adverse to the rights or interests of the Company and/or the Subsidiaries under such lease or may materially and adversely affect the rights of the Company and/or the Subsidiaries to the continued possession or use of such leased property or other asset; (F) the right of the Company and/or the Subsidiaries to possess or use such leased property or other asset is not subject to any unusual or onerous terms or conditions; (G) each of the Company and the Subsidiaries has obtained all land-use rights and rights of way in respect of the real properties required to conduct its business and to which it holds title, free and clear of all Encumbrances and defects; (H) the use of all properties owned or leased by the Company and/or the Subsidiaries is in accordance with its permitted use under all applicable Laws and the use of any premises occupied by the Company and/or the Subsidiaries is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation; and (I) neither the Company nor any Subsidiary owns, operates, manages or has any other right or interest in any other material real property of any kind except as reflected in the audited consolidated financial statements of the Company included in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, and no other real properties 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 Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular.

- 12.2 (A) Each of the Company and the Subsidiaries owns, or has obtained (or can obtain on reasonable terms) licences for, or other rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted; (B) each agreement pursuant to which the Company or any of the Subsidiaries has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the Subsidiaries have complied with the terms of each such agreement, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement; (C) there is no claim to the contrary or any challenge by any other person to the rights of the Warrantors or any of the Subsidiaries with respect to the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (D) none of the Warrantors or the Subsidiaries has infringed or is infringing the Intellectual Property of a third party, and none of the Warrantors or the Subsidiaries has received notice of a claim by a third party to the contrary; (E) there are no third parties who have, or to the best of the Warrantors’ knowledge after due and careful inquiry, will be able to establish rights to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which are licensed to the Company and/or any of the Subsidiaries; (F) there is no infringement by third parties of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (G) there is no pending, or to the best of the Warrantors’ knowledge, threatened action, suit, proceeding or claim by others challenging the rights of the Company or any of the Subsidiaries in or to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (H) there is no pending, or to the best of the Warrantors’ knowledge, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries and there are, to the best of the Warrantors’ knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (I) there is no pending, or to the best of the Warrantors’ knowledge, threatened action, suit, proceeding or claim by others that the Company or any Subsidiary infringes or otherwise violates, or would, upon the commercialization of any product or service described in any of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, if any, as under development, infringe or violate, any Intellectual Property of others, and there are, to the best of the Warrantors’ knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (J) none of the Warrantors or the Subsidiaries has infringed or is infringing the Intellectual Property of a third party, and none of the Warrantors or the Subsidiaries has received notice of a claim by a third party to the contrary, and there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or that challenges the validity, enforceability or scope of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of

the Subsidiaries; (K) there is no prior act that may render any patent application within the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries unpatentable that has not been disclosed to any Governmental Authority in the jurisdictions in which the Company or any of the Subsidiaries operates having jurisdiction over Intellectual Property matters; and (L) the proposed new product or service described in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, if any, as under development by the Company or any Subsidiary fall within the scope of the claims of one or more patents owned by, or exclusively licensed to, the Company or any Subsidiary.

- 12.3 (A) The information technology assets and equipment, computers, computer systems, communications systems, networks, software, hardware, websites, applications and database (collectively “**Information Technology**”) owned, used, licensed by or to the Company and the Subsidiaries comprise all the material information technology systems and related rights reasonably necessary to the operation of the business of the Company and the Subsidiaries; (B) the Information Technology are adequate for, and operate and perform as required in connection with the operation of the business of the Company and the Subsidiaries, taken as a whole, as currently conducted; (C) 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 Subsidiaries 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; (D) each agreement pursuant to which the Company or each Subsidiary has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms; the Company and the Subsidiaries have complied in all material respects with the terms of each such agreement, and each such agreement is in full force and effect; and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement; and none of the Company or any Subsidiary has given or received any notice to or from any party to terminate any such agreement; (E) all material records and systems (including but not limited to the Information Technology) and all material data and information of the Company and the Subsidiaries are maintained and operated by the Company and the Subsidiaries and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the Subsidiaries; (F) in the event that the persons providing maintenance or support services for the Company and the Subsidiaries with respect to the Information Technology cease or are unable to provide such services, the Company and the Subsidiaries have 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; (G) there are no material defects relating to the Information Technology which have caused or might reasonably be expected to cause any substantial disruption or interruption in or to the business of the Group, taken as a whole; (H) the Company and the Subsidiaries as a whole has in place procedures to prevent unauthorized access and the introduction of viruses to the Information Technology and to enable the taking and storing of back-up copies of the software and data; and (I) the Company and the Subsidiaries as a whole 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 relevant Group Company.
- 12.4 The Group has implemented and maintained adequate and effective controls, policies, procedures in all material respects, and safeguards to maintain and protect their

confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Governmental 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.

13 Compliance with Employment and Labor Laws

- 13.1 Save as disclosed in each of the Hong Kong Offering Documents and the Preliminary Offering Circular, neither the Company nor any Subsidiary has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or any Subsidiary other than remuneration accrued, due or for reimbursement of business expenses; no director or senior management or key employee of the Company or any Subsidiary has given or been given notice terminating their contracts of employment; there is no proposal to terminate the employment or consultancy of any director of the Company or any Subsidiary or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); none of the Company or any Subsidiary has any outstanding 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 such director; no liability has been incurred by the Company or any Subsidiary for breach of any director's, employee's contract of service, 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 or employee, or the actual or proposed termination or suspension of employment, or variation of any terms of employment of any present or former employee or director of the Company or any Subsidiary, that have resulted in or could reasonably be expected to result in any Material Adverse Effect.
- 13.2 All contracts of service in relation to the employment of the directors and employees the Company and its Subsidiaries are on usual and normal terms which do not and will not impose any unusual or onerous obligation on the Company or the relevant Subsidiaries in all material respects and the subsisting contracts of service to which the Company or such Subsidiary is a party are legal, valid and enforceable and there are no claims pending or, to the best of the Company's or the relevant Subsidiary's knowledge after due and careful inquiry, threatened or capable of arising against the Company or the relevant Subsidiaries, brought by the directors or the senior managers or the employees of the Company, in respect of any accident or injury not fully covered by insurance; each of the Company and its Subsidiaries has, in relation to its respective directors, employees or consultants (and so far as relevant, to each of its respective former directors, employees or consultants), complied in all material respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of employment or consultancy.
- 13.3 Save as disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, none of the Directors has a service contract with any of the Company or its Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular.

- 13.4 No material labor dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, or to the best of the Company's or the relevant Subsidiary's knowledge after due and careful inquiry, is imminent or threatened; and the Company is not aware of any existing or to the best of the Company's or the relevant Subsidiary's knowledge, threatened or imminent labor disturbance by the employees of any of its or any Subsidiary's principal suppliers, contractors or customers; and there has been no violation of any applicable labor and employment Laws by any of the Company or its Subsidiaries, or to the best of the Warrantors' knowledge after due and careful inquiry, by any of the principal suppliers or contractors of any of the Company or its Subsidiaries.

14 License and Permits

- 14.1 Each of the Company and the Subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate Governmental Authority that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular; none of the Company or any of its Subsidiaries has received notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course of business.

15 Compliance with Environmental Laws

- 15.1 The Company and the Subsidiaries and their respective properties, assets, facilities and operations comply with, and each of the Company and the Subsidiaries holds all Governmental Authorizations required or advisable under, Environmental Laws (as defined below) that are material to the Company and the Subsidiaries, taken as a whole; 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; 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 and the Subsidiaries, 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); in the ordinary course of its business, the Company and its Subsidiary conduct periodic reviews of the effect of Environmental Laws on their respective businesses, operations, properties and assets, in the course of which they identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any Governmental Authorizations required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Company has concluded that such associated costs and liabilities, individually or in the aggregate, would not, or could not reasonably be expected to, result in a Material Adverse Effect; 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.

16 **Cybersecurity and Data Protection**

- 16.1 (A) Each of the Company and the Subsidiaries has complied with all applicable Laws concerning cybersecurity, data protection, the privacy and security of information technology and personal data and the confidentiality and archive administration laws (“**Data Protection Laws**”); (B) neither the Company nor any of the Subsidiaries is, or is expected to be classified as, a “critical information infrastructure operator” under the Cybersecurity Law of the PRC; (C) neither the Company nor any of 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 (“**CAC**”), the CSRC, or any other relevant Governmental Authority; (D) neither the Company nor any of the Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice, cybersecurity review or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration 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; (E) neither the Company nor any of the Subsidiaries has received any claim for compensation from any person in respect of its business under Data Protection Laws 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 or any of the Subsidiaries in respect of the rectification or erasure of data; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Governmental Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any of the Subsidiaries for the purposes of, inter alia, searching them or seizing any documents or other material found there; (G) neither the Company nor any of the Subsidiaries has received any communication, inquiry, 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); (H) the Company is not aware of any pending or, to the best of the Company's or the relevant Subsidiary's knowledge, threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Governmental Authority on the Company or any of the Subsidiaries or any of their respective directors, officers and employees; (I) the Company is not aware of any pending or to the best of the Company's or any Subsidiary's knowledge, threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any of the Subsidiaries or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (J) neither the Company nor any of the Subsidiaries has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority.

17 **Insurance**

- 17.1 Each of the Company and the Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are customary in the markets and businesses in which they are engaged; all policies of insurance and fidelity or surety bonds (if any) insuring the Company or any Subsidiary, or their respective businesses, assets and employees are in full force and effect; the Company and the Subsidiaries are in compliance with the terms of such policies and instruments; there

are no 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 to continue its business at a cost that would not have a Material Adverse Effect.

18 **Internal Controls**

- 18.1 Each of the Company and the Subsidiaries has established 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 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 authorizations; (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 IFRS, 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 authorization; (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 IFRS, other relevant generally accepted accounting principles or applicable accounting requirements; and (F) 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 the Company's current management information and accounting control system has been in operation for at least three years 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 at any point in time the differences in real time between budgeted and actual expenses.
- 18.2 The Company's internal control over financial reporting is effective, and there are no material weaknesses in the Company's internal control over accounting and financial reporting and no changes in the Company's internal control over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to adversely affect, the Company's internal control over accounting and financial reporting.
- 18.3 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 14 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 taken as a whole 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 requirements of the Listing Rules, the AIX Business Rules, the AIFC Market Rules, the Hong Kong Codes on Takeovers and Mergers and

Share Buy-backs, the SFO, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Companies Ordinance and any other applicable Laws, including the requirements of the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term “disclosure and corporate governance controls and procedures” means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Law).

18.4 None of the deficiencies and issues identified in the internal control report prepared by the Internal Control Consultant would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of the Company or any other members of the Group to comply with any applicable Laws. Any issues or deficiencies identified and as disclosed in such internal control report have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.

18.5 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 Laws to be dealt with in such books, and no notice or allegation that any is incorrect or should be rectified has been received; all accounts, documents and returns required by Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC, the AFSA or any other Governmental Authority have been duly and correctly delivered or made.

19 **Compliance with Bribery, Anti-Money Laundering, Sanctions and Export Control Laws**

19.1 (A) None of the Warrantors, the Subsidiaries, their respective directors, supervisors (if any), officers, to the best of the Warrantors’ and Subsidiaries’ knowledge, their respective agents and employees, their respective affiliates, or any such affiliate’s respective directors, supervisors, officers, agents and employees (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 (x) is located, organised or resident in a country or territory that is subject to any Sanctions Laws and Regulations (including the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, Kherson, Zaporizhzhya and the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria), (y) undertook any transactions, or has any connections, with any country or territory, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or territories or performing contracts in support of projects in or for the benefit of those countries or territories, (z) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat

Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will use the proceeds from the Global Offering exclusively in the manner set forth in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular in the section headed “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 any activities or business of or with any Person that is subject to Sanctions Laws and Regulations, or of, with or in the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic of Ukraine, Kherson, Zaporizhzhya and the Crimea region, Cuba, Iran, North Korea, Syria, or any country or territory that is subject to any Sanctions Laws and Regulations, 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) each of the Warrantors and the Subsidiaries is in compliance with all applicable export control and import laws and regulations in the U.S., China and other countries having jurisdiction over any of the Warrantors or Subsidiaries or any of their respective operations, properties or assets, including the U.S. Export Administration Regulations (the “**EAR**”), the U.S. Customs regulations, and various economic sanctions regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control (the “**OFAC**”); (E) all items of the Warrantors and the Subsidiaries are not subject to the EAR as defined at 15 CFR §734.2, and therefore can be provided to individuals and entities included on the U.S. Commerce Department’s Bureau of Industry and Security’s (“**BIS**”) restricted party lists including the Denied Persons List and Entity List without violating the EAR; (F) the Warrantors and the Subsidiaries 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 U.S. sanctions related to or administered or enforced by the U.S. government, including but not limited to the OFAC, the BIS or the U.S. Department of State, including, without limitation, designation on the Specially Designated National or Blocked Person (“**SDN**”) List, the Chinese Military Industrial Complex Companies (“**CMIC**”) List, the Entity List or the Military End User List, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. 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 or export control authority of any Governmental Authority.

- 19.2 None of the Group Relevant Persons is aware of or has, directly or indirectly, made or authorised (A) the payment of any money or the giving of anything of value to any official, employee, agent, representative or any other person acting in an official capacity for any Government Entity (as defined below), including personnel of

hospitals (public and private) and local governments, to any political party or official thereof or to any candidate for public office, any member of a royal or ruling family, or immediate family members and close associates of all parties mentioned above (each a “**Government Official**”) or to any person under circumstances where a Group Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of the United States, Hong Kong, the PRC, Kazakhstan or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of any of the Warrantors or any Subsidiary; without prejudice to the foregoing, none of the Group Relevant Persons has violated or is in violation of Anti-Corruption Laws (as used here, “**Anti-Corruption Laws**” means the United States Foreign Corrupt Practices Act of 1977, as amended, the United Kingdom Bribery Act of 2010, the relevant provisions of the Criminal Law of the PRC, the Anti- Unfair Competition Law of the PRC, the Provisional Regulations on Anti-Commercial Bribery, the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), any legislation implementing the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any other applicable laws, rules or regulations regarding anti-bribery or illegal payments or gratuities); and the Company and its Subsidiaries have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to ensure continued compliance with applicable Anti-Corruption Law and the Warrantors and the Subsidiaries have conducted their businesses in compliance with all Anti-Corruption Laws; as used herein, “**Government Entity**” means any government or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, a judicial body or a public international organization, a body that exercises regulatory authority over any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.

- 19.3 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 raw materials or equipment, or the respective directors, supervisors (if any), officers, agents, employees or affiliates or any other person acting for or on behalf of the foregoing, 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 raw materials or equipment; or (B) prohibited under any applicable Law of the United States, Hong Kong, the PRC, Kazakhstan or any other relevant 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 designed to detect and prevent any such receipt of payment or gift of anything of value.
- 19.4 The operations of the Warrantors and the Subsidiaries are, and at all times have been, conducted in compliance with applicable financial recordkeeping and reporting requirements of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, any other United States anti-money laundering laws, and any applicable Laws relating to money laundering in all jurisdictions, including the United States, Hong Kong, the PRC and Kazakhstan, 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**”) which has jurisdiction over any of the Warrantors or Subsidiaries or any of their

respective operations, properties or assets, and no action, suit or proceeding by or before any Governmental Authority involving any of the Warrantors or the Subsidiaries or their respective businesses with respect to Anti-Money Laundering Laws is pending or, to the best of the Warrantors' or the Subsidiaries' knowledge, threatened.

20 **Experts**

- 20.1 Each of the experts named in the section headed “Appendix VI—Statutory and General Information—Other Information—Qualifications and Consent of Experts” of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular and has not withdrawn its consent.
- 20.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Independent Technical Consultant and any counsel for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of such opinions, reports, letters or certificates; and (B) no material information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Independent Technical Consultant, any counsel for the Company or the Sole Sponsor, any other professional advisers, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's or the Underwriters, as applicable, for the purposes of their respective preparation of any report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular) in connection with the Global Offering and the listing of the Shares on the Stock Exchange, and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading.
- 20.3 (A) The factual contents of the Industry Consultant's report and the Independent Technical Report are considered by the Warrantors to be reasonable and appropriate in all material respects; (B) the assumptions made by each of the Industry Consultant and the Independent Technical Consultant in the Industry Consultant's report or the Independent Technical Report, as applicable, are considered by the Warrantors to be reasonable and appropriate; (C) the market positioning of the Company contained in the Industry Consultant's report are considered by the Warrantors to be accurately represented, reasonable and not misleading; (D) no facts have come to the attention of the Warrantors or any of their respective directors, supervisors or officers that have caused them to believe that each of the Industry Consultant's report and the Independent Technical Report, as of its date and as of the date hereof, 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 (E) the reports prepared by the Industry Consultant and the Independent Technical Consultant was prepared at the Company's request based on a contractual arrangement which the Company negotiated on an arms' length basis.

21 **Provision of Information**

- 21.1 The Warrantors, their respective agents and representatives (other than the Hong Kong Underwriters in their capacity as such) (A) have not, without the prior written consent of the Overall Coordinators and the Joint Global Coordinators prepared, made, used, authorized, approved or referred to any Supplemental Offering Material; and (B) will not, without the prior written consent of the Overall Coordinators and the Joint Global Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Material.
- 21.2 None of the Warrantors, the Subsidiaries, or any of their respective directors, officers, and to the best of each of the Warrantors' or Subsidiaries' knowledge after due and careful inquiry, their respective employees, affiliates, advisors or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any Subsidiary that is not, or is not reasonably expected to be, included in each of the Hong Kong Offering Documents the AIX Offering Documents, the Preliminary Offering Circular and the Offering Circular.

22 **Material Contracts and Connected Transactions**

- 22.1 (A) All material contracts entered into within two years prior to the Prospectus Date (other than contracts or agreements entered into in the ordinary course of business) to which the Company or any Subsidiary is a party that are required to be disclosed in the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular or filed therewith or 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 unless a certificate of exemption has been granted by the SFC; none of the Material Contracts will, without the written consent of the Overall Coordinator and the Joint Global Coordinators, be terminated, nor will the terms of any Material Contracts be changed, prior to or on the Listing Date; and none of the Company, the Subsidiaries nor any other party to a Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract; (B) neither the Company nor any Subsidiary has been informed by any counterparties to its Material Contracts that the Company or such Subsidiary is in breach of any terms thereof; (C) each of the contracts listed as being material contracts in the section of the Hong Kong Offering Documents, the Preliminary Offering Circular and the AIX Offering Documents headed "Appendix VI—Statutory and General Information—Further Information about Our Business—Summary of Our Material Contracts" has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, subject to Bankruptcy Exceptions.
- 22.2 None of the Company or any of the Subsidiaries 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 twelve (12) months after the date it was entered into or undertaken or is incapable of

termination by either the Company or any of the Subsidiaries (as applicable) on twelve (12) months' notice or less).

- 22.3 The Company does not have any reason to believe that any significant supplier, distributor or customer of the Company or any of the Subsidiaries is considering ceasing to deal with the Company or the relevant members of the Group or reducing the extent or value of its dealings with the Company or the relevant Subsidiaries.
- 22.4 None of the Company or any of the Subsidiaries is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction, except where such agreement or arrangement would not, individually or in the aggregate, result in a Material Adverse Effect.
- 22.5 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.
- 22.6 None of the Company, the Subsidiaries or their respective affiliates 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 any jurisdiction where the Company or any Subsidiary has property or assets or carries on business or in respect of which any Governmental Authorization is required or is advisable pursuant to such Laws (whether or not the same has in fact been made) except where such contraventions, invalidations or lack of Governmental Authorization would not, or could not reasonably be expected to, individually or in aggregate, result in a Material Adverse Effect.
- 22.7 Save as disclosed in each of the Hong Kong Offering Documents and the Preliminary Offering Circular, there will be no connected transactions (as defined under the Listing Rules) between the Company or any of the Subsidiaries and a connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering and there are no relationships or transactions not in the ordinary course of business between the Company or any of the Subsidiaries and their respective customers, distributors or suppliers subsisting immediately upon completion of the Global Offering.
- 22.8 In respect of the connected transactions (as defined in the Listing Rules and in accordance with the guidance from the Stock Exchange) of the Group (the “**Connected Transactions**”) disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, (A) the statements set forth in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular relating to such transactions are complete, true and accurate in all material respects, and there are no other facts or matters the omission of which would make any such statements, in light of the circumstances under which they were made, misleading, and there are no other Connected Transactions which are required by Chapter 14A of the Listing Rules to be disclosed in the Prospectus but have not been disclosed as such; (B) the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular have been entered into and carried out, and will be carried out, in the ordinary course of business and on normal commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including, without limitation, the independent non-executive Directors, in coming to their view have made

due and proper inquiries and investigations of such Connected Transactions; (C) the Company has complied with and will continue to comply with, in all material respects, the terms of such Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular so long as the agreement or arrangement relating thereto is in effect; (D) each of such Connected Transactions and related agreements and undertakings as disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and subject to the Bankruptcy Exceptions is in full force and effect; and (E) each of such Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular has been and will be carried out by the Group in compliance with all applicable Laws.

- 22.9 No indebtedness (actual or contingent) and no contract or arrangement is outstanding between the Company or any of the Subsidiaries, on the one hand, and any director, supervisor (if any) or officer of the Company or the Subsidiaries or any person connected with such director, supervisor (if any) or officer (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.
- 22.10 None of the directors, supervisors (if any) or officers of the Company or any of the Subsidiaries, or any of their respective Associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person, (A) 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; (B) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary; or (C) is or will be interested in any agreement or arrangement with the Company or any Subsidiary which is subsisting at each (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date and which is material in relation to the business of the Company or such Subsidiary.
- 22.11 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, suppliers or business partners, on the other hand.

23 **Historical Changes**

- 23.1 The descriptions of the events, transactions and documents (the “**Historical Changes Documents**”) relating to the transfers and changes in the share capital of the Company (the “**Historical Changes**”) and the corporate structure charts as set forth in the sections of each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular headed, respectively, “History and Corporate Structure” and “Appendix VI—Statutory and General Information” are complete, true and accurate in all material respects and not misleading.
- 23.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms subject to the Bankruptcy Exceptions.
- 23.3 The Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation

of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any of the Subsidiaries pursuant to (A) the memorandum articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any of the Subsidiaries; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which the Company or any of its Subsidiaries 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 of the Subsidiaries or any of their respective properties or assets, except in each case of clauses (B) and (C), where such breach, violation or default would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

- 23.4 (A) All Governmental Authorizations under any Laws applicable to, or from or with any Government Authority having jurisdiction over, the Company or any of the Subsidiaries or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; (B) all such Governmental Authorizations are valid and in full force and effect and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular; and (C) neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Government Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.
- 23.5 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other material documents or agreements, written or oral, that have been entered into by the Company or any of the Subsidiaries in connection with the Historical Changes which have not been previously provided, or made available, to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular.
- 23.6 There are no actions, suits, proceedings, investigations or inquiries pending, to the best of the Warrantors' knowledge, or threatened or contemplated, under any Laws or by or before any Government Authority challenging the effectiveness or validity of the events, transactions and documents relating to the Historical Changes as set forth in the sections of each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular headed "History and Corporate Structure" and "Appendix VI—Statutory and General Information."

24 **Pre-IPO Investments**

- 24.1 The Pre-IPO Investments (as defined in the Prospectus) are in compliance with Chapter 4.2 of the Guide.

25 **Cornerstone Investment**

- 25.1 Pursuant to the Guide for New Listing Applicants, no preferential treatment has been, nor will be, given to any place or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche.
- 25.2 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 **Taxation**

- 26.1 Except as would not, , or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect: (A) all returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required by applicable Laws or relevant Governmental Authorities to have been filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been filed; (B) all such returns, reports and filings are complete, true and accurate in all material respects and are not the subject of any material dispute with the relevant tax or other appropriate authorities; (C) all Taxes required to be paid by each of the Company and the Subsidiaries have been duly and timely paid (and all amounts required to be withheld from amounts owing to any employee, creditor, or third party have been properly withheld) other than those currently payable without penalty or interest; (D) the provisions included in the audited financial statements as set out in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular included appropriate and adequate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any Subsidiary was then or might reasonably be expected thereafter to become or have become liable; (E) 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 IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); (F) there are no material liens for Taxes on the assets of the Company or the Subsidiaries other than liens for Taxes (i) currently payable without penalty or interest; or (ii) being contested in good faith by appropriate proceedings.
- 26.2 To the best of the Company's knowledge after due and careful inquiry, all local and national governmental Tax waivers and other local and national Tax relief, concession and preferential treatment granted to the Company and 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 Governmental Authority.

- 26.3 Except as described in each of the the Hong Kong Offering Documents and the Preliminary Offering Circular, 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 to Hong Kong, the PRC, Kazakhstan or any political subdivision or any taxing or other Governmental 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 and in the International Underwriting Agreement, (C) the execution and delivery of this Agreement and the International Underwriting Agreement, (D) the offer, 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 Hong Kong Public Offering Documents, the AIX Offering Documents or the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the HKSCC.
- 26.4 Neither the Company nor any of the Subsidiaries has been or is currently the subject of an inquiry into transfer pricing by any Taxation or other Government Authority and no Taxation Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.
- 26.5 Under existing Hong Kong Laws, holders of the Offer Shares are not subject to withholding tax, income tax or any other taxes or duties imposed by any court or Authority of Hong Kong in respect of (i) any payments, dividends or other distributions made on the Offer Shares or (ii) gains made on sales of the Offer Shares between non-residents of Hong Kong consummated outside Hong Kong.
- 26.6 Except as disclosed in the each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, under existing Kazakhstan Laws, holders of the Offer Shares are not subject to withholding tax, income tax or any other taxes or duties imposed by any court or Authority of Kazakhstan in respect of (i) any payments, dividends or other distributions made on the Offer Shares or (ii) gains made on sales of the Offer Shares between non-residents of Kazakhstan consummated outside Kazakhstan.
- 27 **Dividends**
- 27.1 Except as described in each of the Hong Kong Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the Shares to the shareholders of the Company 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, Kazakhstan, the United States or any taxing or other Governmental Authority thereof or therein, and may be so paid and transferred out of Hong Kong and Kazakhstan without the necessity of obtaining any Governmental Authorization in any of such jurisdictions.
- 27.2 No Subsidiary is 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.

28 **Litigation and Other Proceedings**

- 28.1 Except as otherwise disclosed in the Hong Kong Offering Documents and the Preliminary Offering Circular, there are (A) no legal, arbitral or governmental proceedings, investigations or inquiries pending or, to the best of the Company's knowledge after due and careful inquiry, threatened or contemplated by any Governmental Authority, to which the Company or any of the Subsidiaries, or any of their respective directors, supervisors (if any), officers or, to the best of the Company's or any Subsidiary's knowledge after due and careful inquiry, their employees or affiliates, is or may be a party or to which the Company or any subsidiary, any properties, assets, products or services of the Company or any Subsidiary, or any of their respective directors, supervisors (if any) or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or, to the best of the Company's knowledge, that has been proposed by any Governmental Authority; and (C) no judgments, decrees or orders of any Governmental Authority, which, in any of clause (A), (B) or (C), would or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, or adversely affect the power or ability of any of the Warrantors to perform its/his obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents, the AIX Offering Documents or the Preliminary Offering Circular and are not so described; none of the Company or any of the Subsidiaries which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.
- 28.2 None of the Company and the Subsidiaries has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started or threatened (A) to wind up, make bankrupt, dissolve, deregister, make dormant, or eliminate the Company or any Subsidiary; or (B) to withdraw, revoke or cancel any approval to conduct business or any operation of the Company or any Subsidiary.

29 **Market Conduct**

- 29.1 None of the Warrantors, the Subsidiaries or their affiliates, or any of their respective directors, supervisors (if any), officers, or to the best of the Company's knowledge after due and careful inquiry, their respective affiliates, agents or employees, or any person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company make no representation, warranty or undertaking), 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 Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange, AFSA, AIX or any other Governmental Authority including those in relation to bookbuilding and placing activities.
- 29.2 None of the Warrantors, the Subsidiaries or their affiliates, or any person acting on behalf of any of them either alone or with one or more other persons, bid for or

purchased, for any account in which it or any of its affiliates had a beneficial interest, any Offer Shares or attempted to induce any person to purchase any Offer Shares.

- 29.3 None of the Warrantors or any of the Subsidiaries, nor any of their respective directors, supervisors (if any), officers, employees, agents or affiliates (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, stabilization 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; or (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilizing) Rules under the SFO, or the rules, regulations and requirements of the CSRC, AFSA or AIX, or would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the SFO, 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 of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the SFO or otherwise, provided that the granting of the Over-allotment Option or other stabilization action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with Clause 6 of this Agreement, the Listing Rules, the SFO or any other applicable Laws in Hong Kong shall not constitute a breach of this subsection.
- 29.4 None of the Warrantors or any of the Subsidiaries, nor any of their respective directors or supervisors (if any) has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents, the AIX Offering Documents or the Preliminary Offering Circular. None of the Company or any of the Subsidiaries nor any of their respective directors, officers, agents, employees is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular.

30 Immunity

- 30.1 Under the Laws of Hong Kong, the PRC, Kazakhstan or other applicable jurisdiction, none of the Warrantors, the Subsidiaries, 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 a 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 Warrantors in Clause 16 hereof 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, the PRC, Kazakhstan and the United States.

31 Choice of Law and Dispute Resolution

- 31.1 The choice of law provisions set forth in this Agreement and the International Underwriting Agreement will be recognized by the courts of Hong Kong, the PRC, Kazakhstan and the United States; each of the Warrantors can sue and be sued in its own name under the Laws of Hong Kong, the PRC, Kazakhstan and the United States; the irrevocable submission by each of the Warrantors to jurisdiction, the waiver by each of the Warrantors of any objection to jurisdiction, the waiver and agreement not to plead

an inconvenient forum, the waiver of sovereign and other 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, the PRC, Kazakhstan and the United States and will be respected by the courts of Hong Kong, the PRC, Kazakhstan and the United States; 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, the PRC, Kazakhstan and the United States are concerned, to confer valid personal jurisdiction over the Company; and any judgment obtained in a court of competent jurisdiction arising out of or in relation to the obligations of the Company under this Agreement and the International Underwriting Agreement will be recognized and enforced in the courts of Hong Kong, the PRC, Kazakhstan and the United States, subject to the conditions described under the section headed *Enforceability of Civil Liabilities* in the Preliminary Offering Circular.

32 Professional Investor

- 33 The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 7 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean the Warrantors, and “we” or “us” or “our” shall mean the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters.

34 No Other Arrangements Relating to Sale of Offer Shares

- 34.1 There are no contracts, agreements or understandings between the Company or any Subsidiary 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.
- 34.2 Neither the Company nor any Subsidiary has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement, the Cornerstone Investment Agreements.

35 Research

- 35.1 With respect to any research reports issued by an Underwriter, none of the Company, any of the Subsidiaries or any of their respective directors, officers or employees, has or will have provided any research analysts with any material information, including forward-looking information (whether quantitative or qualitative) about the Group that is not included in the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular.

36 United States Securities Laws and Related Matters

- 36.1 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 Underwriters, the Overall Coordinators, or the Joint Global Coordinators in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the

Preliminary Offering Circular. None of the Company and its affiliates nor any person acting on behalf of any of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act; or (B) 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 under the Securities Act and will comply with the applicable offering restriction requirements of Regulation S.

- 36.2 None of the Company and its affiliates nor any person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company make no representation, warranty or undertaking) has sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the sale of the Offer Shares in a manner that would require the registration under the Securities Act of the Offer Shares; the Company will not, and will not permit any of its affiliates or any person acting on its behalf (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company make no representation, warranty or undertaking), to sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which could be integrated with the sale of the Offer Shares in a manner which would require the registration under the Securities Act of the Offer Shares.
- 36.3 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.
- 36.4 There is no “substantial U.S. market interest” within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.

37 Directors, Officers and Shareholders

- 37.1 Any certificate signed by any director or officer of the Warrantors (to the extent applicable) and delivered to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI and Underwriter.
- 37.2 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators and/or the Joint Global Coordinators, as applicable, and such authority and confirmations remain in full force and effect.
- 37.3 Any subscription or purchase of the Offer Shares by a Director or, to the best of the Company's knowledge after due and careful inquiry, his/her associates or existing shareholder of the Company, if conducted, has been or will be in accordance with Rules 10.03 and 10.04 of the Listing Rules and all other applicable Laws.
- 37.4 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 Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance or any other applicable Law, or which will be required pursuant to section 352 of the Securities and Futures Ordinance or any other applicable Law to be entered in the register referred to therein, or which will be required to be notified to the Company, the Stock Exchange or any other Governmental Authority pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules or any other applicable Law, in each case once the Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular.

- 37.5 The Directors have been duly and validly appointed and are the only directors of the Company.
- 37.6 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules, the AIX Business Rules, the AIFC Market Rules and all other applicable Laws.
- 37.7 None of the directors has a service contract with the Company or any of the Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular.

Part B: Additional Representations and Warranties of the Controlling Shareholders

Each of the Controlling Shareholders represents, warrants and undertakes to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the CMI, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them as follows:

1 Information about the Controlling Shareholders

- 1.1 All the information with respect to the Controlling Shareholders included in the Offering Documents (A) did not contain and will not contain any untrue statement of a material fact; and (B) did not omit and will not omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.
- 1.2 All information with respect to the Controlling Shareholders disclosed or made available in writing or orally from time to time by or on behalf of the Controlling Shareholders and/or any of their respective directors, officers, employees, Affiliates and/or agents, to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the CMI, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, any of the legal and other professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC, the AIX, the AFSA and/or the CSRC for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange and the AIX (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange, the SFC, the AIX, the AFSA and/or the CSRC) was, when disclosed or made available, and except as subsequently disclosed in each of the Disclosure Package, the Offering Circular and any individual Supplemental Offering Material when considered together with the Disclosure Package or otherwise notified to the Stock Exchange, the SFC, and/or any relevant Governmental Authority, as applicable, remains, complete, true and accurate in all material respects and not misleading, and was disclosed or made available in full and in good faith.

2 Capacity

- 2.1 Each of the institutional Controlling Shareholders has been duly incorporated under the law of its jurisdiction of incorporation.
- 2.2 Each of the Controlling Shareholders has full right, power and authority (corporate and other) to execute, deliver and perform this Agreement and each of the Operative Documents to which it is a party.

3 Execution and Authorization

- 3.1 This Agreement, the International Underwriting Agreement and the Operative Documents to which the Controlling Shareholders are parties have been duly authorized, executed and delivered by the Controlling Shareholders and when duly authorized, executed and delivered by the other parties to this Agreement or thereto, constitutes a legal, valid and binding agreement of the Controlling Shareholders, enforceable against the Controlling Shareholders in accordance with its terms, subject to Bankruptcy Exceptions.
- 3.2 The execution and delivery of this Agreement, the International Underwriting Agreement and each of the Operative Documents to which the Controlling Shareholders are parties, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms of this Agreement or of those agreements, 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, 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), or result in the creation or imposition of any Encumbrance on any property or assets of the Controlling Shareholders pursuant to: (A) in respect of an entity, the articles of association or other organizational or constitutional documents or the business licence of any institutional Controlling Shareholder; (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 any Controlling Shareholder is a party or by which any Controlling Shareholder or any of its properties or assets is or may be bound or affected; or (C) any Laws applicable to any Controlling Shareholder or any of its properties or assets, except, in the case of (B), where such breach, violation, default, giving the holder of indebtedness right or creation or imposition of Encumbrance could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

- 3.3 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) with respect to an institutional Controlling Shareholder, its articles of association or other organizational or constitutional documents or its business license (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which he/it is a party or by which he/it or any of its properties or assets is or may be bound or affected; or (C) any Laws applicable to him/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.
- 3.4 Except for the final approval from the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange and the approval from the relevant authority of the AIX for admission of the Shares to be issued pursuant to the AIX Offering to the Official List of the AIX, Belt and Road Market Segment and for admission of the Shares for trading on the AIX, all Governmental Authorizations under any Laws applicable to, or from or with any Government Authority having jurisdiction over, the Controlling Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the performance by the Controlling Shareholders of their obligations under this Agreement 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.
- 3.5 Except as disclosed in the Hong Kong Public Offering Documents, the AIX Offering Documents and the Preliminary Offering Circular, (A) there are no actions or enquiries under any Laws or by or before any Governmental Authority pending or, to the best of the Controlling Shareholders' knowledge, threatened, to which a 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 Governmental Authority; (B) there is no Law that has been enacted, adopted or issued or, to the best of the Controlling Shareholder's knowledge, that has been proposed by any Governmental Authority; and (C) there is no judgment, decree or order of any Governmental 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.

4 Compliance with Laws

- 4.1 Neither any 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 the Controlling Shareholders has (A) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (B) 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; (C) violated, is in violation of or engaged in any activity or conduct that would constitute an offence under any Anti-Corruption Law; or (D) 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 Controlling Shareholders have instituted, and maintain and enforce, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with all Anti-Corruption Law.
- 4.2 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 Money Laundering Laws of all jurisdictions where the Controlling Shareholders conduct business, and no action or enquiry by or before any Governmental Authority involving the Controlling Shareholders with respect to the Money Laundering Laws is pending or, to the best of the knowledge of the Controlling Shareholders, threatened.
- 4.3 Neither 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 the Controlling Shareholders, is currently subject to or target of any Sanctions, nor is any Controlling Shareholder located, organized or resident in a country, region or territory that is the subject or the target of Sanctions, including, without limitation, any Sanctioned Country;
- 4.4 The Controlling Shareholders 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.
- 4.5 None of the Controlling Shareholders has knowingly engaged in or is 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 or with any Sanctioned Country.

5 Immunity

- 5.1 The Controlling Shareholders and their respective 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.

6 **Winding-Up**

- 6.1 Neither the Controlling Shareholders nor any person acting on their behalf have taken any action , nor have any actions under any Laws been started or, to the best of the Controlling Shareholders' knowledge, threatened, to (A) liquidate, wind up, dissolve, make dormant or eliminate the Company; or (B) withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over, the Company or any of their respective properties or assets, required in order to conduct the business of the Company.

SCHEDULE 4
CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. Two certified true copies of the resolutions of the Board, or a duly authorized committee of the Board:
 - (a) 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;
 - (b) approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto;
 - (c) approving and authorising the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
 - (d) approving and authorising the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
 - (e) approving the Verification Notes.
2. Two certified copies of the resolutions of the shareholders of the Company approving, among others, the Global Offering, the text of which is summarized in the paragraph headed “Statutory and General Information – 1. Further Information about our Company – D. Written Resolutions Passed by Our Shareholders” in Appendix VI to the Prospectus.
3. Two certified copies of the written confirmation from the governing body of each of Jiangxi Copper Company Limited, Jiangxi Copper (Hong Kong) Investment Company Limited and Ever Trillion International Limited, approving and/or ratifying (as applicable), among other things, the execution of this Agreement, the International Underwriting Agreement and all other documents as may be required to be executed by it/he pursuant to each of the above agreements or in connection with the Global Offering and the execution on its behalf and its performance of, its obligations hereunder and thereunder.
4. Two certified true copies of the Registrar’s Agreement duly signed by the parties thereto.
5. Two certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
6. Two certified true copies of the certificate of incorporation of the Company.
7. Two certified true copies of the Articles of Association which shall become effective upon the Listing Date.

8. Two certified true copies of the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).
9. Two certified true copies of the service agreements or letters of appointment of each of the Directors.
10. Two certified true copies or signed originals of each of the responsibility letters, powers of attorney (except as already provided in item 14 below) and statements of interests signed by each of the Directors.
11. Two certified true copies of each of the material contracts referred to in the section of the Prospectus headed “Appendix VI Statutory and General Information – 2. Further Information about Our Business – A. Summary of our Material Contracts” (other than this Agreement) duly signed by the parties thereto.
12. Two certified true copies or signed originals of the undertaking from each of the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
13. Two certified true copies or signed originals of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Documents relating to the Hong Kong Public Offering

14. Two printed copies of each of the Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.
15. Two signed originals of the signature pages to Verification Notes for the Prospectus and the Verification Notes for the CSRC Filing Report, each duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorized attorneys).
16. Two signed originals of the accountants’ report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
17. Two signed originals of the letter from the Reporting Accountants, dated the 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 Prospectus.
18. Two signed originals of the letters from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, and copied to the Sole Sponsor the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Representative, which letters shall, *inter alia*, confirm the indebtedness statement contained in the Prospectus and comment on the statement contained in the Prospectus as to the sufficiency of the Group’s working capital.
19. Two signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Representative, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.

20. Two signed originals of the audited consolidated financial statements of our Company for the three years ended December 31, 2024.
21. Two signed originals of the legal opinion from Global Law Office, the Company's PRC Counsel, dated the Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Sole Representative, in respect of certain aspects of the Group under PRC law.
22. Two signed originals of the legal opinion from Company's KZ Counsel, dated the Prospectus Date and addressed to the Company and the Sole Sponsor, and in form and substance satisfactory to the Company, the Sole Sponsor and the Sole Representative, in respect of certain aspects of the Group under Kazakhstan law.
23. Two signed originals of the legal due diligence report from Company's KZ Counsel, dated the Prospectus Date and addressed to the Company and the Sole Sponsor, and in form and substance satisfactory to the Sole Sponsor and the Sole Representative, in respect of due diligence of the Group under Kazakhstan law.
24. Two signed originals of the legal opinion from Underwriter's KZ Counsel, dated the Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, in form and substance satisfactory to the Sole Sponsor and the Sole Representative.
25. Two signed originals of the legal opinion from the Company's HK Counsel dated the Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Representative, in respect of certain aspects of the Company under the laws of Hong Kong.
26. Two signed originals of the legal opinion from the Company's Luxembourg Counsel, dated the Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Representative, in respect of certain aspects of Jiaxin International Resources Investment S.à r.l, the Company's subsidiary, under the laws of Luxembourg.
27. Two signed originals of the tax memorandum from the Kazakhstan Tax Advisor, dated the Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Representative, in respect of the Kazakhstan tax implications arising due to the listing of the Shares on the Stock Exchange and AIX and related tax matters.
28. Two signed originals of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.
29. Two signed originals of the industry report from the Industry Consultant, dated the Prospectus Date.
30. Two signed originals of the independent technical report from the Independent Technical Consultant, dated the Prospectus Date, the text of which is contained in Appendix III to the Prospectus.
31. Two certified true copies of the letter from each of the experts referred to in the section headed "G. Qualification and Consents of Experts" of Appendix VI to the Prospectus (except for the Sole Sponsor), dated the Prospectus Date, consenting to the issue of the

Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.

32. Two certified true copies each of the certificate given by the relevant translator relating to the translation of the Hong Kong Public Offering Documents and the certificate issued by Toppan Nexus Limited as to the competency of such translator.
33. Two copies of the written confirmation from the Stock Exchange authorising the registration of the Prospectus.
34. Two copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.
35. Two copies of the written conditional approval from the AIX approving the publication of the prospectus on the AIX and compliance of the AIX Offering with the listing rules of the AIX.
36. Two certified true copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).
37. Two certified true copies of the Compliance Advisor Agreement.
38. Two signed originals of the profit forecast and working capital forecast memorandum adopted by the Board.
39. Two certified true copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the listing of the Shares on the Stock Exchange.

Part B

1. Two signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Sole Sponsor and the Sole Representative, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
2. Two signed originals of the Regulation S comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to, among others, the Sole Sponsor, the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Sole Sponsor and the Sole Representative, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
3. Two signed originals of the Regulation S bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to, among others, the Sole Sponsor, the Overall Coordinators and the International Underwriters, in form satisfactory to the Sole Sponsor and the Sole Representative, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
4. Two signed originals of the English language closing legal opinion from Company's PRC Counsel, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in form and substance satisfactory to the Sole Sponsor and the Sole Representative (including a bring-down opinion of the opinion in item 22 of Part A).
5. Two signed originals of the English language closing legal opinion from the Underwriters' PRC Counsel, dated the Listing Date addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters in form and substance satisfactory to the Sole Sponsor and the Sole Representative.
6. Two signed originals of the closing legal opinion from the Company's KZ Counsel, dated the Listing Date and addressed to the Company, the Sole Sponsor and the Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Sole Representative.
7. Two signed originals of the closing legal opinion from the Underwriters' KZ Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Sole Representative.
8. Two signed originals of the Hong Kong closing legal opinion from the Company's HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Sole Representative.
9. Two signed originals of the Hong Kong closing legal opinion from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Sole Representative.

10. Two signed originals of the non-registration opinion from the Company's HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the International Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Sole Representative.
11. Two signed originals of the no-registration opinion from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the International Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Sole Representative.
12. Two originals of the certificate signed by the chief executive officer of the Company, dated the Listing Date, and in the form set forth in Exhibit A to the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
13. Two originals of the certificate signed by the company secretary of the Company, dated the Listing Date, and in the form set forth in Exhibit B to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
14. Two originals of the certificate signed by the chief executive officer and the chief financial officer of the Company, dated the Listing Date, and in the form set forth in Exhibit C to the International Underwriting Agreement, covering, *inter alia*, financial, operational and business data contained in each of the Prospectus, the Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants, to be delivered as required under the International Underwriting Agreement.
15. Two originals of the certificate of the Controlling Shareholders, dated the Listing Date, and in the form set out in Exhibit D to the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date as of the representations and warranties of the Controlling Shareholders contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
16. Two certified copies of the minutes of a meeting (or written resolutions) of the Board (or a duly authorized committee thereof), approving and/or ratifying (as applicable), among other things, the determination of the Offer Price, the basis of allotment and the allotment and issue of Offer Shares to the allottees .
17. Two copies of the Form F (Declaration of Compliance) submitted to the Stock Exchange.
18. Two copies of the letter from the Stock Exchange approving the listing of the Shares.
19. Two copies of the letter from the AIX approving the listing of the Shares.
20. Two copies of the executed Stock Borrowing Agreement.

SCHEDULE 5

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made 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 Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the White Form eIPO Service at www.eipo.com.hk or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Sole Representative immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 6
FORMAL NOTICE

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on the following date:

Name of Publication

Dates of Advertisement

Stock Exchange website

www.hkexnews.hk

Company website

www.jiaxinir.com

SCHEDULE 7

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 2.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 2.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 2.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - (v) disclose transaction related information as required under paragraph 8.3A of the Code;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
 - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 7 and confirm it on an annual basis.
3. 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.

4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.
5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

**PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH
PARAGRAPHS 15.3A AND 15.B OF THE CODE:**

1. You are a Corporate Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”).

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

- (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than \$40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
- (ii) a corporation (other than a trust corporation referred to in paragraph (i)):
 - (A) having:
 - (I) a portfolio of not less than \$8 million; or
 - (II) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
 - (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:
 - (I) a trust corporation specified in paragraph (i);
 - (II) an individual specified in Section 5(1) of the Professional Investor Rules;
 - (III) a corporation specified in this paragraph or paragraph (ii)(A);
 - (IV) a partnership specified in paragraph (iii);
 - (V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or

- (C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A);

and

- (iii) a partnership having:

- (A) a portfolio of not less than \$8 million; or

- (B) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

- (i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;

- (ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:

- (A) a statement of account or a certificate issued by a custodian;

- (B) a certificate issued by an auditor or a certified public accountant;

- (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.

- 2. The Overall Coordinators have categorized you as a Corporate Professional Investor based on information you have given to the Overall Coordinators. You will inform the Overall Coordinators promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets. As a consequence of your categorization as a Corporate Professional Investor and the Overall Coordinators' assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Overall Coordinators are exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.

- 3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

3.1 Information about clients

- (iv) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

- (v) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

- (vi) assess your knowledge of derivatives and characterize you based on your

knowledge of derivatives;

3.2 Client agreement

- (ii) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

- (vi) disclose related information to you in respect of the transactions contemplated under this Agreement;
- (vii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
- (viii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (ix) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
- (x) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

- (iii) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
- (iv) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 7 and confirm it on an annual basis.

- 4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
- 5. 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.
- 6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (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 (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

- 1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules (“**Individual Professional Investor**”). You will inform the Overall Coordinators promptly in the event any information you have given the Overall Coordinators ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- (i) an individual having a portfolio of not less than \$8 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules, when any one or more of the following are taken into account:
 - (A) a portfolio on the individual's own account;
 - (B) a portfolio on a joint account with the individual's associate;
 - (C) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;
 - (D) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

For the purposes of paragraph (i)(C), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is:

- (A) the individual's share of the portfolio as specified in a written agreement among the account holders; or
- (B) in the absence of an agreement referred to in paragraph (A), an equal share of the portfolio.

Section 8 of the Professional Investor Rules requires the portfolio of an individual to be ascertained by referring to the following:

- (i) any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the individual.

2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - (i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
 - (iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (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 (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 7.

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

SIGNED by

LIU LIQIANG (刘力强) .
for and on behalf of

JIAXIN INTERNATIONAL

RESOURCES INVESTMENT LIMITED

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SIGNED by)
for and on behalf of)
JIANGXI COPPER COMPANY LIMITED)



SIGNED by)
for and on behalf of)
JIANGXI COPPER (HONG KONG))
INVESTMENT COMPANY LIMITED)

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SIGNED by
LIU ZIJIA

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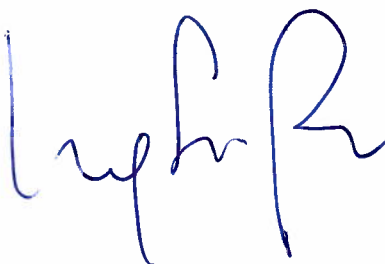
SIGNED by
for and on behalf of
EVER TRILLION INTERNATIONAL
LIMITED

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

SIGNED by **Leung Sui Pan**
for and on behalf of
CHINA INTERNATIONAL CAPITAL
CORPORATION HONG KONG
SECURITIES LIMITED

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SIGNED by Leung Sui Pan)
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))

