

基石投资协议

2025 年 8 月 21 日

奥克斯电气有限公司

与

中邮人寿保险股份有限公司

与

中国国际金融香港证券有限公司

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本协议（本「协议」）于 2025 年 8 月 21 日签订：

- (1) 奥克斯电气有限公司，一家在开曼群岛注册成立的获豁免有限责任公司，其注册办事处地址为 PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands（「公司」）；
- (2) 中邮人寿保险股份有限公司，一家于中国注册成立的公司，其注册办事处位于中国北京市西城区金融大街甲 3 号 B 座, 6 层, 7 层, 8 层（「投资者」）；及
- (3) 中国国际金融香港证券有限公司，地址为：香港中环港景街 1 号国际金融中心一期 29 楼（「中金」，「独家保荐人」及「独家保荐人兼整体协调人」）。

鉴于

- (A) 公司已提交以全球发售的方式（「全球发售」）将其股份（定义见下文）在联交所（定义见下文）上市的申请，其中包括：
 - (i) 公司公开发售股份（定义见下文）供香港公众人士认购（「香港公开发售」）；和
 - (ii) 根据美国证券法（定义见下文）S 规例（定义见下文）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）以及根据第 144A 条（定义见下文）或美国证券法项下的任何其他豁免注册条文在美国境内向合格机构投资者（「合格机构投资者」）有条件配售本公司发售股份（「国际发售」）。
- (B) 中金担任全球发售的独家保荐人及独家保荐人兼整体协调人。
- (C) 受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。
- (D) 特此拟在双方就条款和条件达成一致意见的前提下，独家保荐人兼整体协调人、整体协调人和其他承销商（将在国际承销协议中列名）将与本公司就国际发售订立承销协议，以（其中包括）有条件地承销本协议项下的投资者将予认购的投资者股份。

各方在此达成如下协议：

1. 定义和解释

- 1.1 在本协议（包括其绪言及附表）中，除非上下文另有要求，下列各词汇、术语和用语具备以下含义：

「**联属公司**」就特定个人或实体而言，除上下文另有规定外，是指直接或间接通过一个或多个中间机构控制，或受其控制或与指定的个人或实体共同控制的任何个人或实体。为了本定义的目的，「**控制**」（包括「**控制**」、「**由...控制**」及「**与...共同控制**」）是指直接或间接拥有指导或引导他人管理和政策方向的权力（无论通过拥有表决权的证券、合同或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指等于发售价乘以投资者股份数目的金额；

「前置批准」具有第 6.2(g)条所赋予的含义；

「联系人/紧密联系人」应具有《上市规则》赋予该术语的定义，及「各联系人/紧密联系人」应据此予以相应解释；

「经纪佣金」指《费用规则》（定义见下文）第 7(1)段的规定按总投资额的 1% 计算的经纪佣金；

「营业日」指香港持牌银行一般对香港公众正常营业以及联交所对外进行证券买卖业务的任何日子（星期六、星期日及香港公共假期除外）；

「资本市场中介人」指公司为全球发售之目的委任的资本市场中介人，应具有操守准则赋予该术语的定义；

「中央结算系统」指香港中央结算有限公司建立和经营的香港中央结算及交收系统；

「交割」指根据本协议项下条款和条件完成对投资者股份的认购及/或收购；

「操守准则」系指《香港证监会持牌人或注册人操守准则》；

「公司条例」指不时经修订、补充或以其他方式修订的《公司条例》（香港法例第 622 章）；

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

「关连人士/核心关连人士」应具有上市规则赋予该术语的定义，及「各关连人士/核心关连人士」应据此予以相应解释；

「关联关系」须具有《中国证监会备案规定》赋予该词的涵义；

「合约（第三者权利）条例」指不时经修订、补充或以其他方式修订的《合约（第三者权利）条例》（香港法例第 623 章）；

「控股股东」除上下文另有要求外，须具有上市规则赋予该词的涵义及「各控股股东」应据此予以相应解释；

「中国证监会」指中国证券监督管理委员会，负责监督管理中国全国证券市场的监管机构；

「中国证监会备案规定」指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引，包括其不时进行的修改、补充或其他修改；

「递延交付日期」指在香港公开发售及国际发售的承销协议已订立且已成为无条件及未终止的情况下，独家保荐人兼整体协调人应根据第 4.3 条通知投资者的较后日期；

「处置」指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同

意购买任何期权、订约、认股权证或权利以出售，或者设置任何产权负担或同意设置任何产权负担），或者无论直接或间接地并且无论有条件或无条件地就可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或

- (ii) 订立任何掉期交易或其他安排，将任何所有权的附带利益（包括相关股份的所有权或其任何权益，或相关股份或其他证券的任何经济后果或其任何权益）全部或部分转让给他人；或
- (iii) 直接或间接开展与上述第(i)及(ii)项所描述的任何一项交易具有相同经济效果的任何其他交易；或
- (iv) 同意或披露或缔约或公开宣布有意开展上述第(i)，(ii)及(iii)项所描述的任何交易，无论上述第(i)，(ii)及(iii)项所描述的交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份、以现金或其他方式结算；

「**经济制裁法**」是指由海外资产控制办公室、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国或任何其他国家经济制裁机构管理的任何经济或金融制裁；

「**交易所参与者**」具有《上市规则》赋予该词的涵义；

「**费用规则**」指联交所网站“收费规则”栏目中不时公布的与在联交所上市或将在联交所上市的证券交易有关的上市或发行费、征费、交易费、经纪佣金及其他收费的规则；

「**FINI**」具有上市规则赋予该词的涵义；

「**全球发售**」具有绪言(A)所赋予的含义；

「**政府机构**」是指任何国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家的政府、政府间、监管机构或行政委员会、董事会、团体、部门、机构或代理部门，或任何证券交易所（包括但不限于联交所、证监会和中国证监会）、自律或其他非政府监管机构，或任何法院、司法机构、法庭、仲裁庭或仲裁员；

「**集团**」指公司及其附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

「**港元**」指香港法定货币；

「**香港**」指中国香港特别行政区；

「**香港公开发售**」具有绪言(A)所赋予的含义；

「**受偿方**」具有第 6.6 条所赋予的含义，及「**一方受偿方**」按文义应指各方其中任何一方；

「**国际配售**」具有绪言(A)所赋予的含义；

「**国际配售通函**」指公司预期向潜在投资者（包括投资者）发出的与国际配售有关的最终发售通函；

「**投资者股份**」指投资者根据本协议项下条款及条件，按照附表一进行计算，并由公司和独家保荐人兼整体协调人决定，由投资者于国际配售中认购及/或收购的股份数目；

「**法律**」指所有相关司法管辖区的任何政府机构（包括但不限于联交所、证监会和中国证监会）的所有法律、成文法规、立法、条例、办法、规则、法例、指引、指导、决定、意见、通知、通函、指南、要求、命令、判决、判令或裁定；

「**征费**」指就总投资额而言 0.0027%的证监会交易征费（或上市日期现行的交易征费），0.00565%的联交所交易费（或上市日期现行的交易费）及 0.00015%的会财局交易征费（或上市日期现行的交易征费）；

「**上市日期**」指股份首次在联交所主板上市的日期；

「**上市指南**」指联交所颁发的不时经修订、补充或以其他方式修订的《新上市申请人指南》；

「**上市规则**」指不时经修订或补充的《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、指引及其他规定；

「**禁售期**」具有第 5.1 条所赋予的含义；

「**海外资产控制办公室**」指美国财政部海外资产控制办公室；

「**发售价**」指将根据全球发售进行发售或出售股份的每股股份的最终港元价格（不包括佣金和征费）；

「**整体协调人**」指公司为全球发售之目的委任的整体协调人，应具有操守准则赋予该术语的定义；

「**超额配股权**」具有国际发售通函赋予该词的涵义；

「**各方**」指列名的本协议各方及「**一方**」按文义应指各方其中任何一方；

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

「**初步发售通函**」指公司将向潜在投资者（包括投资者）发出的与国际配售有关的经不时修订或补充的初步发售通函；

「**专业投资者**」具有《证券及期货条例》附录 1 第 1 部分所赋予的含义；

「**自有投资为基础**」指投资者为其自身账户和投资目的而进行的投资，但不作为任何第三方的代理，无论该投资是否为该投资者的任何股东或基金投资者的利益而进行；

「**招股章程**」指本公司将就香港公开发售发行的最终招股章程；

「**公开文件**」指公司为国际配售将发出的初步发售通函和国际配售通函，为香港公开发售将在香港发出的招股章程，以及公司就全球发售可能发出的其他文件和公告，上述各项可经不时修改或补充；

「**QDII**」指经中国证监会许可投资于境外证券市场的中国境内合格机构投资者；

「**合格机构投资者**」具有绪言(A)所赋予的含义；

「**S 规例**」指美国证券法 S 规例；

「**监管机构**」具有第 6.2(i)条所赋予的含义；

「**相关股份**」指投资者或 QDII 根据本协议认购及/或收购的投资者股份，以及根据任何供股、资本化发行或其他资本重组形式（不论该等交易是否以现金或其他方式结算）由投资者股份派生的公司任何股份或其他证券或权益，以及由此产生的任何利息；

「**第 144A 条**」指美国证券法第 144A 条；

「**受制裁者**」是指任何下列的个人、组织或车辆，或由下列人士拥有至少 50% 或以上的权益或受其控制的个人、组织或车辆：

- (a) 被列入海外资产控制办公室、美国国务院管理的名单上的人士，包括但不限于「特别指定国民和被封锁人员名单」，或根据《联合国经济制裁法》发布的任何目标人员名单；
- (b) 属于或隶属于受制裁领土政府；
- (c) 由上述任何一方拥有或控制，或代表上述任何一方行事；
- (d) 位于、组织或居住在受制裁地区，或从受制裁地区开展活动；或
- (e) 以其他方式成为任何经济制裁法律的目标；

「**受制裁地区**」是指根据经济制裁法受到全面出口、进口、金融或投资禁运的任何国家或其他领土。截至本协议签署之日，包括乌克兰克里米亚地区、自封的顿涅茨克人民共和国、自封的卢甘斯克人民共和国、古巴、伊朗、朝鲜和叙利亚；

「**美国证券法**」指不时经修订、补充或以其他方式修订的美国 1933 年《证券法》，以及在该法律项下颁布的规则和法规；

「**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**」指不时经修订、补充或以其他方式修订的《证券及期货条例》（香港法例第 571 章）；

「**股份**」指公司股本中每股面值为美元 0.000005 的普通股，该类股份将以港元进行买卖并拟议于联交所上市；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例所赋予的定义；

「**美国**」指美利坚合众国及其领土、领地、美国任何州以及哥伦比亚特区；

「**美元**」指美国法定货币；

「**美国人士**」具有 S 规例所赋予的含义；及

「**承销商**」指香港公开发售的香港承销商和国际配售的国际承销商。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提及「**条**」、「**款**」或「**附表**」均指本协议中的条、款或附表；
- (b) 索引、条款和附表标题仅为方便阅读而设，不得影响对本协议的理解或解释；
- (c) 绪言和附表构成本协议的一部分，并具有同等效力和作用，犹如本协议正文明确所载，以及凡提及本协议应包含绪言和附表；
- (d) 含有单数含义应包括复数含义，反之亦然，及具有一种性别意义的词汇应包括另一种性别的含义；
- (e) 凡提及本协议或其他文件包括本协议或其他文件的任何修订或替换；
- (f) 凡提及一项「**法规**」或「**法定条文**」，包括提述：
 - (i) 经不时由任何法规或法定条文合并、修订、补充、修改、重新制定或取代的该法规、条文、条例或规则；
 - (ii) 对其重新制定的任何废除的法规、法定条文、规则或规例（无论是否进行修改）；及
 - (iii) 根据其制定的任何附属立法；
- (g) 「**条例**」包括一切政府、政府间或超国家的团体、机构、部门或一切监管、自律或其他当局或组织的任何条例、规则、官方指令、意见、通知、通告，命令，要求或准则（不论是否具有法律效力）；
- (h) 凡提及时间及日期，除非特别规定，均分别指香港时间及日期；
- (i) 凡提及「**人士**」包括提及个人、企业、公司、法人团体、非公司社团或机构、政府、国家或国家机构、联营企业、联合体或合伙（无论是否具有独立法人资格）；
- (j) 凡提及「**包括**」应解释为包括但不限于；及
- (k) 凡提及有关香港之外其他司法辖区下任何诉讼、救济、措施或司法程序的法律词汇，法律文件、法律状态、法庭、官方或任何法律概念或事物将视为具有该司法辖区下与有关香港法律词汇最相近之含义。

2. 投资

2.1 在满足下文第 3 条提及的各条件（或经各方共同豁免，但第 3.1(a)条、第 3.1(b)条、第 3.1(c)条及第 3.1(d)条所载条件不得豁免，且第 3.1(e)条项下的条件仅可由公司、独家保荐人兼整体协调人及独家保荐人共同豁免）及在本协议其他条款和条件的规限下：

- (a) 投资者将认购，公司将发行、分配及发售，且独家保荐人兼整体协调人将分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）予投资者，投资者将通过独家保荐人兼整体协调人及/或其联属公司（以相关部分国际配售的国际承销商的国际代表身份）于上市日期按发售价认购的投资者股份并作为国际配售的一部分；及

(b) 投资者将根据第 4.2 条就投资者股份支付总投资额、佣金和征费。

2.2 投资者可选择于不迟于上市日期前三 (3) 个营业日书面通知公司、独家保荐人兼整体协调人及独家保荐人，通过投资者的一家全资附属公司认购及/或收购投资者股份，且该全资附属公司是(A)合格机构投资者或(B)(i)非美国人士，且并非为了美国人士或代表美国人士的利益而购买投资者股份；(ii)位于美国境外且(iii)按照美国证券法 S 规例在境外交易中购买投资者股份，前提是：

(a) 投资者应促使该全资附属公司于同日向公司、独家保荐人兼整体协调人和独家保荐人提供书面确认函（其形式和内容应使公司、独家保荐人兼整体协调人和独家保荐人满意），表示其同意遵守投资者在本协议中作出的相同协定、声明、保证、承诺、赔偿、同意、契诺、承认和确认，且投资者在本协议中作出的协定、声明、保证、承诺、赔偿、同意、契诺、承认和确认应视为由投资者为其自身和代表该全资附属公司作出；及

(b) 投资者 (i) 向公司、独家保荐人兼整体协调人及独家保荐人无条件且不可撤销地保证，该全资附属公司会妥善且准时履行其在本协议项下所应遵守的所有的协定、义务、承诺、保证、声明、赔偿、同意、承认、确认及契诺；及 (ii) 承诺按照第 6.5 条的规定，根据受偿方各方的要求，充分地给予弥偿及按要求维持弥偿。

本第 2.2 条项下构成了投资者直接、主要且无条件的义务，即按照要求向公司、独家保荐人兼整体协调人或独家保荐人支付该全资附属公司在本协议项下任何应付款项，且按要求及时履行该全资附属公司在本协议项下的任何义务，而无需公司、独家保荐人兼整体协调人或独家保荐人先采取针对该全资附属公司或任何其他人士的措施。除非文义另有所指，投资者一词在本协议中应被理解为包含该全资附属公司。

2.3 投资者有权指定 QDII 认购投资者股份，但前提是 (A) 投资者应 (i) 向该 QDII 支付投资者股份的总发售价及相关经纪佣金及征费；(ii) 促使该 QDII 根据本协议支付投资者股份的总发售价及相关经纪佣金及征费；(iii) 对投资者股份拥有唯一且无权利负担的实益权益及经济利益；(iv) 于上市日前不少于十 (10) 个工作日通知独家保荐人兼整体协调人该指定事宜；(v) 及时向本公司、独家保荐人及独家保荐人兼整体协调人提供本公司、独家保荐人及独家保荐人兼整体协调人合理要求的与该 QDII 有关的任何文件或信息；及 (B) 该 QDII 仅以代理人或名义持有人的身份，代表投资者持有投资者股份，并应按照投资者就持有及投资投资者股份的指示行事。

2.4 本公司、独家保荐人兼整体协调人及独家保荐人可按其全权酌情决定，所有或部分投资者股份将根据第 4.3 条于递延交付日期交付。

2.5 公司和整体协调人（代表承销商）将以他们商定的方式决定发售价。投资者股份的确切数量将由公司和整体协调人根据附表一最终决定，该决定为终局决定且对投资者具有约束力（除非出现明显错误）。

3. 交割前提条件

3.1 投资者在本协议项下根据第 2.1 条认购投资者股份的义务，以及公司和独家保荐人兼整体协调人根据第 2.1 条发行、分派、配售、分配及/或交付（视情况而定）

或促使发行、分派、配售、分配及/或交付（视情况而定）投资者股份的义务，仅取决于各方于交割之时或之前满足或共同豁免（但第 3.1(a)条、第 3.1(b)条、第 3.1(c)条及第 3.1(d)条所载条件不得豁免，且第 3.1(e)条项下所载条件仅可由公司、独家保荐人兼整体协调人及独家保荐人共同豁免）以下各项条件：

- (a) 香港公开发售承销协议和国际配售承销协议经订立并于不迟于该等承销协议指明的时间和日期（根据彼等各自的原定条款或其后协议各方通过协议豁免或更改的条款）已生效并须无条件履行，且上述承销协议均尚未被终止；
- (b) 发售价已在公司及独家保荐人兼整体协调人（代表其自身及资本市场中介人和承销商）之间确定；
- (c) 联交所上市委员会已批准股份（包括投资者股份）上市和买卖并授予其他适用豁免和批准，包括与投资者认购投资者股份相关之豁免和批准，且该等批准、同意或豁免在股份于联交所开始买卖之前尚未被撤销；
- (d) 任何政府机构尚未制定或颁布任何法律禁止完成全球发售或本协议项下拟进行的交易，并且具有管辖权的法院未发出任何有效命令或禁制令阻止或禁止该等交易的进行；
- (e) 投资者在本协议项下的各自声明、保证、承诺、承认和确认目前（截至本协议订立日期）并将（截至上市日期及递延交付日期）在所有方面均属准确、真实、完整且无误导性，且投资者并未违反本协议。

3.2 若于本协议日期后一百八十（180）日当日或之前（或公司、投资者、独家保荐人兼整体协调人和独家保荐人之间可能书面同意的其他日期），第 3.1 条所载的任何条件未获实现或未被各方豁免（但第 3.1(a)条、第 3.1(b)条、第 3.1(c)条及第 3.1(d)条所载条件不得豁免，且第 3.1(e)条项下的条件仅可由公司、独家保荐人兼整体协调人及独家保荐人豁免），投资者购买投资者股份的义务，以及公司和独家保荐人兼整体协调人发行、分派、配售、分配及/或交付（视情况而定）或促使发行、分派、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，且投资者根据本协议向任何其他方支付的任何款项将由该其他方在不计利息且商业上可行的情况下尽快且不迟于本协议终止后的三十（30）天内归还予投资者，且公司、独家保荐人兼整体协调人及/或独家保荐人的所有义务及责任应停止并终止，而本协议将予以终止并不具有效力。但根据本第 3.2 条终止本协议，不得影响任何一方在该等终止之时或之前就本协议所载条款对其他各方的已有权利或责任。为避免疑义，本条款中的任何内容均不得解释为赋予投资者对其违反投资者根据本协议在本第 3.2 条提及的日期前作出并保持有效的任何声明、保证、承诺、承认及确认予以补救的权利。

3.3 投资者承认无法保证全球发售将会完成或不会延迟或终止或发售价将会在公开文件的指示性范围内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，公司、独家保荐人兼整体协调人或独家保荐人，或其各自的任何联属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、顾问、代理及代表将不会对投资者承担任何责任。投资者特此放弃，以因全球发售推迟或因任何原因未能按预计的时间及日期完成或根本无法完成为由或发售价不在公开文件规定的价格指导区间内，任何对公司、独家

保荐人兼整体协调人及/或独家保荐人或上述各方的联属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、顾问、代理及代表提出任何申索或诉讼的权利（如有）。

4. 交割

- 4.1 在第 3 条和本第 4 条的规限下，根据国际配售并作为国际配售的一部分，投资者将以发售价认购及/或收购投资者股份，并通过独家保荐人兼整体协调人（及/或其联属公司）以其作为国际配售相关部分的国际承销商代表的身份进行。据此，投资者股份的认购及/或收购将于国际配售交割之时或者递延交付日期进行，按公司和独家保荐人兼整体协调人确定的时间和方式交割。

倘若公司、独家保荐人兼整体协调人和独家保荐人认为公司于上市日无法满足上市规则第 8.08(3)条的要求（条款规定，于上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%），则公司、独家保荐人兼整体协调人和独家保荐人有权利调整投资者或 QDII 将会认购及/或收购的投资者股份数目的分配，从而满足上市规则第 8.08(3)条。

- 4.2 无论投资者股份的交付时间和方式，投资者应或应促使 QDII 于不迟于上市日期前一(1)个营业日，尽管在适用的情况下，投资者股份的交付可能会在延迟交付日期进行，通过电汇（向独家保荐人兼整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至独家保荐人兼整体协调人在上市日期前至少三（3）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者及/或 QDII 应支付的总额等。
- 4.3 倘若独家保荐人兼整体协调人按其全权酌情决定，所有或任何部分投资者股份于晚于上市日期的日期（「递延交付日期」）交付，在此情况下，独家保荐人兼整体协调人须(i)于上市日期之前不迟于两（2）个营业日，书面通知投资者将予递延交付的投资者股份数目；以及(ii)不晚于实际递延交付日期的前两（2）个营业日，书面通知投资者递延交付日期，前提是递延交付日期不得晚于超额配股权可行使的最后限期起计三(3)个营业日。公司及独家保荐人兼整体协调人一旦做出该决定将不可更改且对投资者具有约束力。倘若投资者股份将于递延交付日期交付予投资者，则投资者须按第4.2条所指明的方式付款。
- 4.4 在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者或者 QDII（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者或者 QDII 不晚于上市日期或根据第 4.3 条厘定的递延交付日期前三（3）个营业日向独家保荐人兼整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.5 在不损害第 4.3 条规定的原则下，投资者股份的交付亦可以本公司、独家保荐人兼整体协调人、独家保荐人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期前一(1)个营业日（与交付投资者股份的时间及方式并无关系）。
- 4.6 如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、独家保荐人兼整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此

情况下，本公司、独家保荐人兼整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、独家保荐人兼整体协调人及独家保荐人因投资者或其实益拥有人或 QDII 未能遵守其于本协议下的义务而可能针对投资者或其实益拥有人或 QDII 提出的任何申索）。无论何等情况，投资者或实益拥有人应按照第 6.6 条在税后基础上完全负责承担并向各受偿方作出弥偿，因投资者或 QDII 方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。

- 4.7 若出现公司、独家保荐人兼整体协调人，独家保荐人及/或其各自的联属公司、董事、监事（如适用）、高级管理人员、雇员、顾问、联系人、合伙人、代表或代理（视情况而定）无法控制的情形，包括天灾、洪水、战争（不论宣战或未宣战）、恐怖主义、火灾、骚乱、叛乱、内乱、流行病或严重流行病（包括但不限于禽流感、SARS，H1N1、H5N1，MERS、埃波拉病毒和 COVID 19）、疾病的爆发、升级、变异或加重、灾难、危机、经济或全面制裁、公共秩序混乱、爆炸、地震、海啸、火山喷发、敌对行动的爆发或升级（不论宣战或未宣战）、区域、国家或国际紧急状态、经济制裁、政治变化及/或不稳定、政府运作瘫痪、罢工、停工、其他工业行动、电力或其他供应的故障、飞机碰撞、技术故障、意外或机械或电力故障、计算机故障或任何款项传输系统的故障或失败、禁运、劳动争议及任何现有或将来的法律、法令、法规的变更，或任何现有或将来政府活动的变更或类似的情形，从而阻止或延迟其履行本协议项下的义务，则公司、独家保荐人兼整体协调人和独家保荐人及其各自联属公司、董事、监事（如适用）、高级管理人员、雇员、顾问、联系人、合伙人、顾问、代表或代理均不承担未能或延迟履行本协议项下义务的责任，且在此情况下，公司、独家保荐人兼整体协调人、独家保荐人及其各自的联属公司、董事、监事（如适用）、高级管理人员、雇员、顾问、联系人、合伙人、顾问、代表或代理均有权立即终止本协议。

5. 对投资者的限制

- 5.1 在第 5.2 条的规限下，投资者就其自身并代表其全资附属公司（如投资者股份由该全资附属公司持有）同意并向公司、独家保荐人兼整体协调人及独家保荐人作出契诺和承诺，未经公司、独家保荐人兼整体协调人及独家保荐人事先书面同意，自上市日期起（包括上市日期当日）六（6）个月期间（「禁售期」）内任何时间，投资者将不会且将促使其联属公司不会直接或间接：(i)以任何方式处置任何相关股份或处置持有相关股份的任何公司或实体的任何权益，包括任何可转换、可交换、可行使或代表获得任何前述证券的权利的证券；(ii)同意、订立或签订，或公开宣布为处置相关股份的任何意向；(iii)允许其最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iv)直接或间接进行任何与上述交易具有相同经济效果的交易；或(v)同意、订立或订约或公开宣布有意订立上文(i)、(ii)、(iii)及(iv)所述的任何前述交易，而不论上文(i)、(ii)、(iii)及(iv)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式。倘若在禁售期后的任何时间处置任何相关股份，投资者将在拟议处置前立即书面通知本公司、独家保荐人兼整体协调人和独家保荐人，并将确保(a)有关处置将遵守所有适用法律；及(b)投资者将尽其最大努力确保有关处置不会造成股份市场混乱或虚假。

在本条款的规定下，投资者就其自身并代表其全资附属公司（如投资者股份由该全资附属公司持有）与公司、独家保荐人兼整体协调人和独家保荐人议定、契诺并承诺，在禁售期届满后的任何时间，如投资者或任何其全资附属公司进行任何交易以处置任何相关股份，或同意、订立或签订，或公开宣布进行该等交易的任何意向，投资者就其自身并代表其全资附属公司应采商业上合理的步骤，确保任何此类出售不会在股份中制造无序或虚假市场，并应遵守所有适用的法律和法规以及所有有管辖权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、公司条例及证券及期货条例。本公司、独家保荐人兼整体协调人及独家保荐人承认，在本文件规定的禁售期届满后，投资者在符合适用法律的规定下，可自由出售任何有关股份，惟投资者须于出售前书面通知本公司、独家保荐人兼整体协调人及独家保荐人，并须尽一切合理努力确保任何有关出售不会造成股份市场混乱或虚假，以及其他方面符合所有适用法律。

5.2 在任何情况下，第 5.1 条所载任何内容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，但：

- (a) 在不少于五（5）个营业日之前向本公司、独家保荐人兼整体协调人及独家保荐人提供有关该转让的书面通知，且该通知包括该全资附属公司的身份以及本公司、独家保荐人兼整体协调人及独家保荐人可能要求的并令他们满意的证据，以证明预期受让人为投资者的全资附属公司；
- (b) 于有关转让前，该全资附属公司（向公司、独家保荐人兼整体协调人及独家保荐人并为其利益以令其满意的条款）作出书面承诺同意，且投资者承诺促使该全资附属公司接受投资者于本协议项下的义务（包括第 5 条中对投资者施加的限制）约束，视同该全资附属公司自身承担该等义务和限制；
- (c) 该全资附属公司应被视为已作出第 6 条所规定的相同赔偿、同意、契诺、承认、声明、承诺、确认及保证；
- (d) 投资者和该投资者全资附属公司就其持有的所有相关股份而言，应被视作投资者，并应共同及各自承担本协议施加的所有义务和责任；
- (e) 若于禁售期届满前任何时间，该全资附属公司不再属于或将不再属于投资者的全资附属公司，其应（且投资者应促使该附属公司应）将其持有的相关股份立即且（在任何情况下于不再属于投资者的全资附属公司之前）完全并有效地转让予投资者或投资者另一家全资附属公司，该全资附属公司应或经投资者督促应（向公司、独家保荐人兼整体协调人及独家保荐人并为其利益以令其满意的条款）作出书面承诺，同意受投资者于本协议项下义务（包括本第 5 条中对投资者施加的限制）的约束，并作出本协议项下的相同赔偿、同意、契诺、承认、声明、承诺、确认及保证，视同该全资附属公司自身承担该等义务和限制并且应连带承担本协议所施加的全部责任及义务；及
- (f) 该全资附属公司(A)合格机构投资者；(B)(i)不是美国人士，亦非受美国人士委托或为美国人士利益收购相关股份；(ii)位于美国境外；及(iii)根据 S 规例收购离岸交易中的相关股份。

- 5.3 投资者同意并承诺，除经公司、独家保荐人兼整体协调人和独家保荐人事先书面同意外，投资者及其联系人于公司全部已发行股本中（直接和间接）持有的总持股量应一直低于公司全部已发行股本的 10%（或者上市规则所不时规定的用于定义「大股东」的其他百分比）且投资者及其紧密联系人（定义见上市规则）于上市日期后十二（12）个月内不会成为上市规则所指的公司的核心关连人士。此外，投资者及其紧密联系人（定义见上市规则）在公司已发行股本总额中的合计（直接及间接）不应导致持有公司证券的公众人士（根据上市规则的规定及联交所的解释，包括上市规则第 8.08 条）低于上市规则第 8.08 条所规定的百分比或联交所可能批准并适用于公司的其他百分比。投资者同意，如果注意到上述任何情况，尽快书面通知公司、独家保荐人和独家保荐人兼整体协调人。
- 5.4 投资者同意，投资者持有公司股本为以自有投资为基础，并同意经公司、独家保荐人兼整体协调人及/或独家保荐人提出合理要求后向公司、独家保荐人兼整体协调人及独家保荐人提供合理证明，表明投资者持有公司股本是以自有投资为基础。投资者不得，且他们双方应促使其控股股东、联系人及其各自实益拥有人不得在全球发售中通过簿记建档程序提出股份（投资者股份除外）申请或买卖指示或在香港公开发售中提出股份申请。
- 5.5 投资者及其联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、联系人、合伙人、顾问、代表或代理与公司、任何其他集团成员或其各自联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、联系人、合伙人、顾问、代表或代理，未曾接受或签订，且不得接受或签订不符合或违反上市规则（包括但不限于上市规则附录 F1（《股本证券的配售指引》及上市指南第 4.15 章（不时更新或修订）或由香港监管机构颁布的书面指引）的任何安排或协议（包括任何补充条款）。投资者将对其各自以及其各自的任何联属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、顾问、代理及代表违反本第 5.5 条的任何行为负责。
- 6. 确认、声明、承诺和保证**
- 6.1 投资者向公司、独家保荐人兼整体协调人及独家保荐人及整体协调人声明、保证、承诺、承认、同意和确认：
- (a) 公司、独家保荐人兼整体协调人、独家保荐人及整体协调人分别及其各自的联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、代理、顾问、联系人、合伙人及代表未作出任何声明、保证或者承诺或担保，全球发售将（于任何特定期间内）进行或完成或发售价将在公开文件规定的价格指导区间内，并且倘若全球发售因任何原因延迟、未能进行或完成，或若发售价不在公开文件规定的价格指导区间内，上述人士概不对投资者承担任何形式的责任；投资者特此放弃任何权利（如有），以全球发售被推迟或由于任何原因未按预计日期和时间完成或根本未完成，或者以发售价不在公开文件规定的价格指导区间内为由，针对公司、独家保荐人兼整体协调人和独家保荐人及整体协调人及其各自的联属公司提起任何权利主张或诉讼；
- (b) 公开文件和全球发售的其他销售和路演材料须披露本协议及投资者背景资料以及本协议项下拟交易双方之间的关系和安排，而公开文件和有关

其他销售和路演材料和公告将提述投资者。针对全球发售或在其他情况下根据公司（清盘及杂项条文）条例和上市规则，本协议将尤其作为一份重大合约，并须送交香港监管机构存档并可供展示。在这方面，投资者将向独家保荐人兼整体协调人和独家保荐人及整体协调人提供为促进独家保荐人兼整体协调人和独家保荐人及整体协调人履行其在上市规则和操守准则项下的义务和责任（包括对投资者进行尽职调查）所需的所有信息；

- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他监管机构在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具有误导性；
- (d) 投资者确认及同意在相关法律、法规及规章所规定及/或政府机构要求下，本公司、独家保荐人兼整体协调人及独家保荐人及整体协调人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交其根据本协议认购或购买股份或以其他方式参与配售的资料；
- (e) 发售价将仅根据公司及整体协调人（代表其自身及资本市场中介人和承销商）基于全球发售的条款和条件予以确定，且投资者将无权对此提出任何反对意见；
- (f) 投资者股份将由投资者或 QDII 通过独家保荐人兼整体协调人及/或其联属公司以国际配售之国际承销商的国际代表的身份认购及/或收购；
- (g) 投资者将接受受限于公司组织章程大纲及其细则或公司其他组织或章程文件或适用法律及本协议项下条款及条件的投资者股份；
- (h) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；
- (i) 投资者股份的数量可能会受到上市规则第 18 项应用指引、上市指南第 4.14 章的要求或联交所不时批准且适用于公司的其他该等比例的影响，而在国际配售和香港公开发售之间重新分配；
- (j) 公司、整体协调人及独家保荐人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股份百分比不得超过 50%，及(ii)上市规则第 8.08(1)(a)条或联交所批准的最低公众持股量要求；
- (k) 在本协议签订时或其前后或在此后但在国际配售交割前的任何时候，公司、整体协调人及/或独家保荐人与一名或多名其他投资者已订立或可能及/或建议订立类似的投资协议，作为国际配售的一部分；
- (l) 公司、独家保荐人兼整体协调人、独家保荐人及整体协调人或其各自的联属公司、代理、董事、监事（如适用）、雇员、合伙人、代表、员工或参与全球发售的任何其他方均不对收购投资者股份或与投资者股份的任何交易相关的税务、法律、货币、经济或其他后果承担任何责任；

- (m) 如投资者根据美国证券法第 144A 条购买投资者股份，投资者股份将构成证券法第 144 条规定的「受限制证券」；
- (n) 其理解并同意投资者股份的转让仅可(A)根据第 144A 条或美国证券法项下的其他可享有的豁免在美国境内进行；或(B)根据 S 规例，在美国境外在「境外交易」（定义见 S 规例）中进行，且均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (o) 投资者理解，公司、独家保荐人兼整体协调人、独家保荐人、整体协调人或任何国际配售的国际承销商或其各自的附属公司、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、代理、顾问、联系人、合伙人及代表，针对美国证券法项下第 144A 条或者其他任何豁免规定是否适用于其后再发售、转售、抵押或转让投资者股份，概无发表任何声明；
- (p) 公司尚未且不会根据经修订的 1940 年美国投资公司法注册为 1940 年美国投资公司法定义的投资公司；
- (q) 除第 5.2 条规定外，在附属公司持有任何投资者股份的情况下，只要该附属公司在禁售期内持续持有任何投资者股份，则投资者需要促使该附属公司保持投资者的全资附属公司的身份（直接或间接）并继续坚持遵守本协议项下条款及条件；
- (r) 投资者已收到（及日后可能收到）的资料可能构成有关投资者投资（或持有）投资者股份的重大非公开信息及/或内幕消息（如证券及期货条例所界定），且其将 (i) 除了出于评价其于投资者股份之投资的惟一目的或据法律要求而基于严格须知的标准向其联属公司、附属公司、董事、监事（如适用）、高级管理人员、雇员、顾问、员工、联系人、合伙人、代理及代表（「**授权接收者**」）之外，其不会向其他人披露该等信息，直至这些信息成为公开信息（非因投资者或其任何授权接收者过错的情况下）；(ii) 且投资者尽其最大努力确保其授权接收者（即根据本 6.1(r) 条向其披露该等信息的人士），除却基于严格须知的标准向其他授权接收者披露以外，不会向其他任何人披露该等信息；及 (iii) 不会且将确保其授权接收者（即根据本 6.2(r) 条向其披露该等信息的人士）不会，以可能违反有关该交易的美国、香港、中国或者任何其他适用司法管辖区证券法规（包括内幕交易规定）的方式直接或者间接购买、销售或交易或以其他方式买卖公司或其联属公司或联系人的股份或者其他证券或衍生品；
- (s) 本协议、招股章程初稿及初步发售通函初稿所载的以保密方式提供予投资者及/或其代表的信息以及可能已经以保密方式提供予投资者及/或其代表的任何其他材料（无论口头或书面）不得复制、披露、发送或传播给任何其他人，且据此提供的信息和材料可能会变动、更新、修订及完成，且投资者不应依赖该等材料确定是否投资于投资者股份。为避免疑义：
- (1) 招股章程初稿、初步发售通函初稿或可能已提供予投资者及/或其代表的任何其他资料，在禁止该等要约、招揽或销售的司法管辖区内，均不构成收购、购买或认购任何证券

的邀请或要约或招揽，以及招股章程初稿或初步发售通函初稿所载任何内容或提供予投资者及/或其代表的任何其他材料（无论口头或书面）均不构成任何性质合约或承诺的依据；

- (2) 不得基于初步发售通函初稿或招股章程初稿或可能已提供予投资者及/或其代表的任何其他材料（无论口头或书面）作出或接收有关认购、收购或购买任何股份或其他证券的要约或邀请；及
 - (3) 初步发售通函初稿或招股章程初稿或任何其他可能已提供（无论以书面或口头方式）给投资者的任何其他资料，可能须在订立本协议后进一步修订，且投资者不应依赖该等资料决定是否投资于投资者股份，且投资者在此同意该等修订（如有）并放弃其有关修订（如有）的权利；
- (t) 本协议共同或分别均不构成在美国或者任何其他认定该等要约或招揽为非法的司法管辖区作出的证券销售的要约或招揽购买或收购任何股份或证券的要约；
- (u) 其已获提供其认为评估购买及/或认购投资者股份之利益和风险的所有必要或需要的资料，并且已获得提问机会并得到了公司、整体协调人或独家保荐人关于公司、投资者股份或其认为评估购买及/或认购投资者股份之利益和风险的所有必要或需要的其他有关事项的答复，而且公司已向投资者 或其代理提供了投资者或其代表要求的、与投资于投资者股份有关的所有文件和信息；
- (v) 在制定投资决策时，投资者 依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、独家保荐人兼整体协调人及/或独家保荐人及整体协调人（包括其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由本公司、独家保荐人、独家保荐人兼整体协调人及整体协调人或各自的董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、独家保荐人兼整体协调人、独家保荐人及其各自的董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、独家保荐人兼整体协调人、独家保荐人及整体协调人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和联属人士现时或将来概不因投资者或其各自的董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；
- (w) 独家保荐人兼整体协调人、独家保荐人、任何整体协调人、资本市场中介人、其他承销商及其各自的董事、监事（如适用）、高级管理人员、

雇员、员工、附属公司、代理、联系人、联属公司、代表、合伙人及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其附属公司业务、研发、经营、前景、财务或其他方面的状况，或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；且除最终国际配售通函规定者外，公司及其董事、高级管理人员、雇员、员工、附属公司、代理、联系人、联属公司、代表及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其附属公司业务、研发、经营、前景、财务或其他方面的状况或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；

- (x) 如投资者为或（直接或间接）将为相关股份实益拥有人或公司招股章程显示投资者为相关股份实益拥有人，其在（直接或间接）处置该任何相关股份时，将遵守本协议、上市规则或任何适用法律项下不时适用的所有限制（如有）；
- (y) 其已就公司及投资者股份及本协议中的投资者股份认购条款自行作出调查，并就有关投资者股份的投资及其对投资者的合适性取得其认为必要或适当或其他满足其自身（包括税务、监管、财务、会计、法律、货币、其他经济考量因素和其他方面）考虑的（包括税务、监管、财务、会计、法律、货币和其他方面）独立意见，并尚未依赖且将无权依赖由或代表公司或独家保荐人兼整体协调人、独家保荐人、资本市场中介人或承销商获得或进行（视情况而定）的任何（包括税务、监管、财务、会计、法律、货币和其他方面的）意见、尽职调查审查或调查或其他建议或支持，并且公司、独家保荐人兼整体协调人、独家保荐人、资本市场中介人、承销商或其各自的联系人、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、合伙人、代理、顾问或代表，或全球发售涉及的任何其他方，对投资者股份认购的或关于投资者股份买卖的任何税务、监管、财务、会计、法律、货币或其他后果，概不承担任何责任；
- (z) 投资者理解目前就投资者股份并无公开市场存在且公司、独家保荐人兼整体协调人、独家保荐人及整体协调人或其各自的附属公司、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、代理、顾问、联系人、合伙人及代表或全球发售涉及的任何其他方不保证将会有投资者股份的公开或活跃市场存在；
- (aa) 若全球发售因任何原因被延期、终止或未能完成，公司、独家保荐人兼整体协调人、独家保荐人及整体协调人或者其各自的任何联系人、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理或代表对投资者或其附属公司概不承担任何责任；
- (bb) 公司和整体协调人将有绝对酌情权去改变或调整：(i)全球发售项下发行的股份数量；(ii)香港公开发售及国际配售项下各自的股份数量；及(iii)在联交所批准及符合适用法律的情况下，对发售股份数目、发售价范围及最终发售价作出其他调整或重新分配；
- (cc) 投资者已同意，于不晚于上市日期前一(1)个营业日之前全数支付总投资额及相关佣金和征费；

- (dd) 除本协议及投资者在投资者认购投资者股份的过程中订立的保密协议外，投资者与公司、公司的任何股东、独家保荐人兼整体协调人及/或独家保荐人及整体协调人之间没有就全球发售达成任何其他协议；
- (ee) 投资者未基于如下原因收购投资者股份，且投资者或任何其联属公司或任何代其行事之人未曾且将来亦不会就投资者股份从事(i)任何定向销售活动（定义见 S 规例），或(ii)任何关于股份的一般招揽或一般广告（定义见美国证券法 D 条例 502(c)规则）的任何方式，或(iii)以任何方式涉及公开发售（定义见美国证券法第 4(2)条）；
- (ff) 股票的任何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》及任何主管证券交易所的任何其他适用法律对股票交易的限制；以及
- (gg) 公司将不会承认任何非按照本协议限制就相关股份进行的发售、出售、质押或其它转让。

6.2 投资者进一步向公司、独家保荐人兼整体协调人及独家保荐人及整体协调人作出以下承认、声明、保证和承诺：

- (a) 其已根据其注册成立地的法律合法注册成立，并有效存续且信誉良好，并无破产、清算或清盘之申请、命令或生效的决议；
- (b) 其具备接收及使用本协议项下的信息（包括本协议、招股章程草稿及初步发售通函草稿）的资格，并且不会违反适用于该等投资者的法律或被要求于该等投资者所在的司法辖区注册或持有牌照；
- (c) 其具备拥有、使用、租赁及经营其资产并开展其当前所开展业务的合法权利及授权；
- (d) 其拥有签署和交付本协议，订立和执行本协议项下交易并履行本协议项下所有义务要求的全部权力、授权和能力，并已采取一切行动（包括获得所有任何政府和监管机构或第三方的必要同意、批准和授权），因此，其履行本协议下的义务不受限于任何政府和监管机构或第三方的同意、批准和授权，第 3.1 条中载列的条件除外；
- (e) 本协议已经由投资者 正式授权、执行和交付，并构成根据本协议条款可对投资者 强制执行的合法、有效和具有约束力的义务；
- (f) 其已采取，及在本协议期间将采取所有必要行动，履行其在本协议项下的义务并使本协议和本协议项下拟进行的交易生效，并遵守所有相关法律和法规；
- (g) 根据适用于投资者的任何相关法律以及投资者在本协议项下认购投资者股份方面需要获得的所有同意、批准、授权、许可和注册（「前置批准」）均已获得且具有完全效力且并未失效、被撤销、撤回或搁置。所有前置批准均不受任何未满足或履行的先决条件约束，投资者 亦不知悉存在可能导致批准无效、被撤销、被撤回或取消的任何事实或情况。投资者 进一步同意并承诺，如果批准因任何原因不再具有充分效力、失效、被撤销、撤回或搁置，其将立即通知公司、独家保荐人兼整体协调人和独家保荐人；

- (h) 投资者 签署及交付本协议、投资者履行本协议、投资者股份的认购或收购（视情况而定）以及接受交付投资者股份不会违反或导致投资者违反：(i)投资者的公司组织章程大纲及其细则或其他组织或章程文件；(ii)投资者就本协议项下拟进行的交易须遵守的任何司法管辖区的法律或就认购或收购（视情况而定）投资者股份在其他情况下可能对投资者适用的法律；(iii)对投资者具有约束力的任何协议或其他文件；或(iv)对该投资者有管辖权的任何政府机构的判决、命令或判令；
- (i) 其已遵守且将遵守所有与认购及/或收购（视情况而定）投资者股份有关的具有管辖权地区的所有适用法律，包括直接或间接通过公司、独家保荐人兼整体协调人及/或独家保荐人及整体协调人，按联交所、证监会、中国证监会及其他政府、公共、货币或监管机构或部门和证券交易所（「**监管机构**」）的要求及时间范围内，向该等监管机构提供或促成或促使提供相关信息并接受且同意披露在各种情况下适用法律可能要求或任何监管机构不时要求的该等信息（包括但不限于(i)投资者 及其最终实益拥有人（如有）及/或最终负责提供有关投资者股份的认购或收购指示的人士的身份信息（包括但不限于其等各自的姓名及注册成立地点）；(ii)据此拟进行的交易（包括但不限于认购或购买投资者股份的详情、总投资额及本协议下禁售期）；(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（包括但不限于认购人及其最终实益拥有人以及该掉期安排或其他金融或投资产品提供商的身份信息）；及/或(iv)投资者 或其实益拥有人（如有）及联系人与公司及其任何股东之间的任何关连关系）（统称「**投资者相关信息**」））。投资者 进一步授权公司、独家保荐人兼整体协调人、独家保荐人及整体协调人或其各自联系人、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理或代表按监管机构的要求向监管机构披露和/或根据上市规则或适用法律的要求，或应任何有关监管机构的要求，在任何公开文件或其他公告或文件中披露投资者相关信息或任何有关本协议项下交易的任何信息；
- (j) 投资者 各自在金融和业务方面拥有下列相关知识和经验：(i)其能够评估对投资者股份的潜在投资的利益和风险；(ii)其能够承担该投资的经济风险，包括其对投资者股份投资造成的全盘损失；(iii)其已收到其认为对决定是否投资于投资者股份而言必要或适当的全部资料；及(iv)其在与投资类似发展阶段的公司的证券交易方面拥有丰富经验；
- (k) 其常规业务为买卖股份或债券，或其为专业投资者，并且在后一情形下，其已阅读并理解本协议附表三中载明的专业投资者认定通知（「**专业投资者认定通知**」）并且就购买本协议下投资者股份的事宜，确认并接受专业投资者认定通知（就专业投资者认定通知而言，其中凡提及「**阁下**」及「**阁下的**」之处，指投资者及有关投资者且/或具有投资者及有关投资者的效果，凡提及「**我们**」及「**我们的**」之处，指独家保荐人兼整体协调人、整体协调人、资本市场中介人和承销商及/或其联属公司且/或具有独家保荐人兼整体协调人、整体协调人、资本市场中介人和承销商的效果），且通过签订本协议，就协议包含的交易而言，其并非任何独家保荐人兼整体协调人、独家保荐人、整体协调人、资本市场中介人或承销商的客户；

- (l) 投资者基于专有投资以其自己名义认购及/或收购投资者股份，作投资目的，而非旨在分派由其根据本协议认购及/或收购的任何投资者股份，该投资者无权提名任何人成为公司的董事或高级管理人员；
- (m) (i)如果认购或收购投资者股份发生在美国，他们其中的一方为合格机构投资者；或(ii)如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的「境外交易」实施且其不是美国人士；
- (n) 投资者认购及/或收购投资者股份的交易根据美国证券法豁免或无须遵守注册要求；
- (o) 投资者及投资者的实益拥有人及/或联系人，以及投资者购买投资者股份的受益人（如有）及/或其联系人(i)为独立于公司的第三方；(ii)非为公司的关连人士（定义见上市规则）或其联系人，且认购及/或收购投资者股份不应且将不会构成一项「**关连交易**」（定义见上市规则）且亦不会导致投资者或其实益拥有人成为公司的一名关连人士（定义见上市规则），无论投资者与可能签订（或已签订）本协议所述的任何其他协议的任何其他方之间存有任何关系，并紧随交割后就公司控制权将独立于任何关连人士且不与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议规定的所有义务的财务能力；(iv)未直接或间接接受公司、公司董事，或最高行政人员、现有股东或附属公司，或他们各自的紧密联系人（定义见上市规则）或公司任何核心关连人士（定义见上市规则）或其联系人的资助、资金或支持，其就公司证券的收购、出售、投票或任何其他处置并非惯常接受且并未接受任何公司、公司董事、最高行政人员、现有股东或附属公司，或他们各自的紧密联系人（定义见上市规则）或公司任何核心关连人士（定义见上市规则）的指示；(v)非为上市规则附录 F1（《股本证券的配售指引》）第 5 段所述的任何一类人士；及(vi)与公司或其任何股东没有关联关系，除非以书面形式向公司、独家保荐人和独家保荐人兼整体协调人另行披露；
- (p) 投资者、其实益拥有人及/或其联系人，以及投资者以其账户购买投资者股份的人（如有）及/或其联系人均非任何全球发售的独家保荐人兼整体协调人、独家保荐人、账簿管理人、牵头经办人、整体协调人、参与全球发售的承销商、牵头经纪商或任何全球发售分销商的「**关连客户**」。「**关连客户**」、「**牵头经纪商**」和「**分销商**」均具有上市规则附录 F1（《股本证券的配售指引》）所赋予的含义；
- (q) 投资者账户并非由相关交易所参与者（定义见上市规则）按照全权委托管理投资组合协议管理。「**全权委托管理投资组合**」一词应具有上市规则附录 F1（《股本证券的配售指引》）所赋予的含义；
- (r) 投资者、的实益拥有人或其各自的联系人均非公司董事（包括过去 12 个月内担任董事）、监事（如适用）或公司现有股东或其联系人或上述任何人士的提名人，联交所豁免或同意的除外；
- (s) 除先前已书面通知独家保荐人及独家保荐人兼整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「**基石投资者**」

除外)；或(b)按上市规则(包括但不限于第 12.08A 条)规定须在公司配发结果公告中识别的任何承配人组别；

- (t) 投资者尚未与且将不会与任何「分销商」(定义见 S 规例)就分销股份订立任何合约安排，除非与其联属公司订立合约，或事先获得公司书面同意；
- (u) 投资者或其董事、高级职员、雇员或代理均非受制裁者；
- (v) 投资者股份的认购及/或收购将遵守上市规则附录 F1(《股本证券的配售指引》)、上市指南第 4.15 章以及上市规则的任何其他有关规定以及证监会和联交所发出的所有相关指引以及有关政府机构发出的所有适用法律和法规(不时更新或修订)，且不会存在任何会导致公司、独家保荐人及/或独家保荐人兼整体协调人及整体协调人违反该等条文的行为；
- (w) 投资者或其任何联属公司、董事、监事(如适用)、高级管理人员、雇员、员工、联系人、顾问、合伙人、代理或代表，均未通过补充条款或其他方式接受公司、任何集团成员或其各自的联属公司、董事、监事(如适用)、高级管理人员、雇员、代理或代表在全球发售中提供的任何直接或间接利益或者签订关于上述事项的任何协议或安排，或者以其他方式从事不符合或违反上市指南第 4.15 章(不时更新或修订)的任何行为或活动；
- (x) 投资者、其实益拥有人及/或联系人均不可使用由公司及其附属公司及关连人士、独家保荐人兼整体协调人或独家保荐人、整体协调人、资本市场中介人或承销商中的任何一位(直接或间接)进行的融资认购及/或收购本协议项下的投资者股份；投资者及其各个联系人(如有)独立于且与已参与或将参与全球发售的其他投资者及其任何联系人均无关联；
- (y) 除本协议规定的情况外，投资者尚未与任何政府机构或任何第三方就任何投资者股份达成任何安排、协议或承诺；
- (z) 除先前向本公司、独家保荐人及独家保荐人兼整体协调人书面披露外，投资者、其实益拥有人及/或联系人概无已经订立或将会订立涉及投资者股份的任何掉期安排或其他金融或投资产品；
- (aa) 投资者或其附属公司、董事、监事(如适用)、高级管理人员、雇员或代理与公司或集团任何成员公司或其各自的联属公司、董事、高级管理人员、监事(如适用)、雇员或代理并无订立或将订立任何协议或安排，包括与上市规则不符的任何附带函件(包括上市指南第 4.15 章)；
- (bb) 投资者将以其自有资金认购投资者股份，未获得且不拟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。投资者应保证其资金来源合法合规，若资金来源信息失实，本公司、独家保荐人及独家保荐人兼整体协调人有权终止本协议并要求因此造成的损失赔偿；
- (cc) 除先前向公司、独家保荐人及独家保荐人兼整体协调人披露的情况外，投资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的掉期安排或其他金融或投资产品；

- (dd) 除根据本协议及/依据上市指南第 4.15 章外，投资者或其任何紧密联系人均未且无意就全球发售项下的任何股份提出申请或通过累计投标询价程序下单；及
- (ee) 投资者及其紧密联系人（定义见上市规则）于公司全部已发行股本中持有的总持股量（直接或间接）不得导致公众人士（定义见上市规则）持有公司的总证券量低于上市规则要求的比例或联交所批准的其他比例。
- 6.3 投资者 向公司、独家保荐人兼整体协调人及独家保荐人及整体协调人声明与保证，附表二所载有关其自身及其作为一家成员公司的集团公司的说明及向监管机构及/或本公司、独家保荐人兼整体协调人及独家保荐人及彼等各自的联属公司提供及 / 或应彼等要求提供的所有投资者相关信息在所有方面均属真实、完整、准确并不存在误导。受限于第 6.1(b)条规定，投资者不可撤销地同意将其名称和本协议（包括附表二所载）的全部或部分说明提及并载入全球发售的公开文件、销售及路演材料，及（只要公司、独家保荐人兼整体协调人及独家保荐人全权认为需要）由公司、独家保荐人兼整体协调人及/或独家保荐人可能发布或代表其发布的该类其他公告或展示材料。投资者 承诺尽快提供与其本身、其所有权（包括最终实益所有权）、其与公司的关系及/或公司、独家保荐人兼整体协调人或独家保荐人可能合理要求的有关的其他资料及/或证明文件，以确保其遵守适用法律及/或公司或证券登记及/或主管的监管机构（包括联交所、证监会及中国证监会）的要求。
- 6.4 投资者 在此同意，在审查公开文件初稿及不时提供给投资者的关于全球发售的其他销售材料中对其自身及其作为一家成员公司的集团公司的说明，并根据投资者 合理要求（如有）加以修改之后，投资者 应被视为保证对其自身与其作为一家成员公司的公司集团的相关说明在所有方面均属真实、准确、完整且不存在误导性或欺骗性。
- 6.5 投资者 理解，第 6.1 和 6.2 条中的保证、承诺、声明、同意、确认及承认应根据（其中包括）香港法律及适用证券法的要求作出。投资者 确认，公司、独家保荐人兼整体协调人、独家保荐人、整体协调人、资本市场中介人、承销商及其各自的附属公司、代理、联属公司和顾问、以及其他人士将依赖第 6.1 和 6.2 条所载的投资者保证、承诺、声明、同意、确认及承认的真实性、完整性和准确性，且其同意，若第 6.1 和 6.2 条中的任何保证、承诺、声明、同意、确认及承认在任何方面不再准确或完整或存在误导，将立即书面通知公司、独家保荐人兼整体协调人和独家保荐人，且届时公司和独家保荐人兼整体协调人有权终止本协议并不完成本协议项下的交易。
- 6.6 对于可能以任何方式对任何受偿方提出或提起的与投资者股份认购、投资者股份或本协议有关的（包括由投资者或投资者的全资附属公司（如投资者股份将由该等全资附属公司持有）或其高级管理人员、董事、监事（如适用）、雇员、员工、联属公司、代理、代表、联系人、顾问、或合伙人违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌的作为或不作为）任何及全部损失、成本、开支、费用、申索、行动、责任、法律程序或损害赔偿以及受偿方可能就因前述各项提起的或由前述各项引起的与之有关的任何申索、行动或法律程序或在该等申索、行动或法律程序的争议或抗辩中蒙受或招致的任何及所有成本、费用、损失或开支，投资者同意并承诺投资者将按要求向公司、独家保荐

人兼整体协调人、独家保荐人、整体协调人、资本市场中介人及承销商，各自为其自身以及受托为其各自的联属公司，任何在香港证券法意义上对其有控制权的人，及其各自的高级管理人、董事、监事（如适用）、雇员、员工、联系人、合伙人、顾问、代理和代表（合称为「**受偿方**」）作出全额及有效的赔偿，并保证他们不承担任何责任（按照税后标准）。

6.7 投资者根据第 6.1 条、第 6.2 条、第 6.3 条、第 6.5 条及第 6.6 条（视情况而定）作出的承认、确认、声明、保证和承诺应被理解为单独的承认、确认、声明、保证或承诺，且应被视为于上市日期或者递延交付日期（如适用）重复作出，且应当在本协议签署和履行以及全球发售完成后继续有效。

6.8 公司声明、保证并承诺：

- (a) 公司是按照其成立地法律正式成立和有效存续的企业；
- (b) 公司拥有充分权力、授权和能力订立本协议和履行其于本协议项下的义务，并已采取所需的一切行动；
- (c) 受限于第 4.2 条规定的付款及第 5.1 条规定的禁售期，当投资者股份根据第 4 条交付予投资者时应为全额缴足股款、自由转让并不设有任何购股权、留置、押记、按揭、抵押、申索、衡平权益、产权负担和其他第三方权利，并与当时发行和将于联交所上市的股份享有同等权益；
- (d) 公司、其控股股东、任何集团成员及其各自的联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代表、联系人、合伙人和代理并非与投资者 或其联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代表、联系人、合伙人或代理订立任何协议或安排，包括任何不符合上市规则（包括上市指南第 4.15 章（不时更新或修订）的补充条款；及
- (e) 除本协议规定外，公司或集团任何成员公司或其各自的任何联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代表、联系人、合伙人或代理均未就任何投资者股份与任何政府机构或任何第三方达成任何安排、协议或承诺。

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

6.10 投资者无条件且不可撤销地向公司、独家保荐人兼整体协调人和独家保荐人承诺并保证：

- (a) 其将促使 QDII 向公司、独家保荐人兼整体协调人及独家保荐人交付一份有效执行、具约束力及可执行的承诺，其形式及实质均令公司、独家保荐人兼整体协调人及独家保荐人满意（「**QDII 承诺**」），并受其约束，给予、作出和履行投资者因本协议产生、根据本协议或与之相关的所有义务、承诺、陈述、保证、赔偿和责任（「**投资者义务**」）；及
- (b) 它将促使 QDII 适当和准时地履行和遵守所有投资者义务。

7. 终止

7.1 本协议可在下列情况下终止：

- (a) 根据第 3.2 或 4.6 或 4.7 或 6.5 条终止本协议：
 - (b) 如投资者或投资者的全资附属公司（根据上述第 2.2 条规定的通过全资附属公司认购投资者股份情形下或根据上述第 5.2 条规定的投资者股份转让情形下）在国际配售交割之日或递延交付日期（如适用）当日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的声明、保证、承诺和确认），仅公司或独家保荐人兼整体协调人和独家保荐人可终止本协议（尽管有任何与本协议相反的规定）；或
 - (c) 经所有各方书面同意终止本协议。
- 7.2 在不影响第 7.3 条的情况下，如本协议按照第 7.1 条终止，各方无义务继续履行其各自在本协议项下的义务，且在不影响在该终止时或之前任何一方就本协议项下条款已对其他方产生的权利或责任的情况下，各方在本协议项下的权利和责任（第 8.1、8.2、10、11、12 及 1 条规定的权利和责任除外）应终止，任何一方不得向任何其他各方提出任何申索。
- 7.3 尽管有前述规定，第 6.6 条在本协议终止后将持续有效。即使本协议终止，投资者在本协议中约定作出的赔偿应继续有效
- 8. 公布和保密**
- 8.1 除本协议及投资者签订的保密协议（如有）另有规定外，未经其他各方事先书面同意，任何一方均不得披露与本协议、本协议项下拟进行的交易或涉及公司、独家保荐人兼整体协调人、独家保荐人和投资者的任何其他安排有关的资料。但是，尽管有上述规定，任何一方可在下列情况下就本协议作出披露：
- (a) 本协议可向联交所、证监会、中国证监会及/或对公司、独家保荐人兼整体协调人及/或独家保荐人有监管权的任何其他监管机构披露，投资者背景以及公司和投资者之间的关系可在公司将发出的公开文件以及公司、独家保荐人兼整体协调人及/或独家保荐人就全球发售将发出的销售、路演材料及其他公告中说明；
 - (b) 本协议可向各方的法律和财务顾问、审计师、其它顾问、联属公司、联系人、董事、监事（如适用）、高级管理人员及相关雇员、代表及代理披露，但仅限于上述人员需要知道的范围内，但该方应 (i) 促使其该等法律、财务及其他顾问、联属公司、联系人、董事、监事（如适用）、高级管理人员及相关雇员、代表及代理均获悉并遵守本协议所载的所有保密义务；及 (ii) 就其该等法律、财务及其他顾问、联属公司、联系人、董事、监事（如适用）、高级管理人员及相关雇员、代表及代理违反保密义务而承担责任；及
 - (c) 任何一方按任何适用法律、对该方有管辖权的任何政府机构或组织（包括联交所、证监会及中国证监会）、证券交易所规则（包括根据公司（清盘及杂项条文）条例和上市规则将本协议作为重大合约送交香港公司注册处登记并可供展示）或任何主管政府机构的任何具有约束力的判决、命令或要求的规定可以其他方式作出披露。

- 8.2 投资者不得就本协议或任何本协议相关事宜作出其他提及或披露，除非投资者已就该等披露的原则、形式及内容事先征求公司、独家保荐人兼整体协调人及独家保荐人的事先书面同意。
- 8.3 公司应尽合理努力于发布前提供任何在公开文件中有关本协议、公司和投资者之间的关系和关于投资者的基本背景资料，供投资者审阅。投资者均应配合公司、独家保荐人兼整体协调人及独家保荐人，以确保该等公开文件提及的内容系属真实、完整、准确且不存在误导性或欺骗性，且没有在公开文件中省略重要信息，并及时向公司、独家保荐人兼整体协调人和独家保荐人及其各自的律师提出意见并提供验证文件。
- 8.4 投资者承诺，就第 8.1 条所述任何披露的准备，及时提供合理所需的全部协助（包括提供公司、独家保荐人兼整体协调人或独家保荐人合理要求的与其本身、其背景资料、其与公司的关系、其所有权（包括最终实益所有权及与公司的关系），及/或在其他方面与本协议提及事项相关的进一步信息及/或支持文件），以 (i) 在本协议日期后更新公开文件中的有关投资者的描述并验证该等提及内容；并 (ii) 使公司、独家保荐人及/或独家保荐人兼整体协调人遵守适用的公司或证券登记规定及/或主管监管机构（包括联交所、证监会及中国证监会）提出的要求。

9. 通知

- 9.1 所有本协议项下的通知均应以中文书面形式作出，并以第 9.2 条规定的方式送达至以下地址：

若送达公司：

地址： 中国浙江省宁波市鄞州区姜山镇明光北路 1166 号
邮件： zhaonanyan@mail.aux-home.com
收件人： 赵南燕女士

若送达投资者：

地址： 香港九龙柯士甸道西 1 号环球贸易广场 76 楼 7601B-02A 室
传真： +852 3971 0006
邮件： investorservice@cpicim.com
收件人： Business Development Team

若送达独家保荐人及独家保荐人兼整体协调人：

地址： 香港中环港景街 1 号国际金融中心一期 29 楼
传真： +852 2872 2100
邮箱： ib_dqh@cicc.com.cn
收件人： Project Aux Deal Team

- 9.2 本协议项下的任何通知均应由专人送递或电子邮件或传真或邮寄（预付邮资）形式发送。任何通知通过专人送递的，视为在交付时送达；以电子邮件形式发送的，则为发送时间后（将根据发件人发送电子邮件的设备上的记录，无论该

电子邮件是否被确认收件，除非发件人收到电子邮件被自动回复显示该电子邮件未被递送）；以传真形式发送的，视为在收到传送确认书时送达；以预付邮资邮寄方式寄送的，在无证据表明提早收到时，视为在寄出后四十八（48）小时（若为航空邮寄则寄出后六（6）天）送达。任何在非营业日送达的通知应视为在该日期之后的下一个营业日送达。

10. 一般条款

- 10.1 各方均确认并声明，本协议已由其正式授权、签署并交付，并构成其合法、有效且具有约束力的义务，并按照协议条款具有强制执行力。除公司就实施全球发售可能要求的有关同意、批准和授权外，各方在履行各自在本协议项下的义务时均无需取得其公司、股东或其他同意、批准或授权。各方均进一步确认其能够履行本协议项下的责任。
- 10.2 除明显错误，公司、独家保荐人兼整体协调人和独家保荐人真诚地就投资者股份数目和发售价及投资者根据本协议第 4.2 条应支付的金额所作的计算和确定，就本协议而言，应为最终及有约束力的结果。
- 10.3 本协议中规定的独家保荐人及独家保荐人兼整体协调人的义务是个别的（而非共同的或共同及个别的）。尽管有前述规定，独家保荐人和独家保荐人兼整体协调人均有权在适用法律允许的范围内单独或共同行使其在本协议项下的任何或全部权利。
- 10.4 独家保荐人兼整体协调人及独家保荐人均有权且在此获授权按其认为适当的方式和条件（无论是否完成正式手续，也无需按规定就该转授向公司或投资者事先发出通知），将其全部或任何相关权利、义务、权力和自由裁量权转授予其一家或多家联属公司。尽管有任何上述转授，对获转授相关权利、义务、权力及/或自由裁量权的任何联属公司的作为和不作为，独家保荐人兼整体协调人或独家保荐人根据本款仍须单独或共同承担责任。
- 10.5 就本协议及本协议项下的交易而言或与本协议有关的需要或可能需要向第三方发出的任何通知或第三方的任何同意及/或批准等方面，投资者、公司、独家保荐人兼整体协调人及独家保荐人应予以配合。
- 10.6 本协议任何变更或修改仅在以书面形式作出并经所有各方或其代表签字后方可生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议项下当事一方的任何人或获得其同意。
- 10.7 本协议将仅以中文签署。
- 10.8 除相关各方书面同意的情况外，各方应承担各自在本协议项下产生的法律和专业费用、成本或开支，但本协议项下拟进行交易所产生的印花税应由有关的转让方/卖方以及相应的受让方/买方按相同份额承担。
- 10.9 时间是本协议的关键事项，但本协议中提及的任何时间、日期或期限均可通过各方之间共同的书面协议予以延长。
- 10.10 即使按照第 4 条完成交割，本协议所有条款在能够获履行或遵守的情况下应持续拥有完全效力和作用，但与当时已履行的事项有关的条款除外，且除非该等条款经各方书面同意终止。

- 10.11 除投资者作出的保密协议外（如有），本协议构成各方之间与投资者于投资公司相关的完整协议和谅解备忘录。本协议将取代各方此前达成的与协议标的有关所有书面或口头承诺、保证、担保、声明、通讯、谅解备忘录和协议。
- 10.12 在本第 10.11 条中另有规定的范围内，任何非本协议项下当事一方的人无权享有任何根据合约（第三者权利）条例强制执行本协议任何条款的权利，但这不影响第三方在合约（第三者权利）条例外存在或可获得的权利或救济：
- (a) 各整体协调人可强制执行第 6 条及本协议任何其他赋予该等整体协调人权益的条款（但应在如同其为本协议一方的相同范围内）。
 - (b) 受偿方强制执行和依赖第 6.6 条，如同其为本协议项下当事一方。
 - (c) 本协议的终止、撤销及本协议任何条款的修改、变更或放弃无需第 10.12(a)及(b)所述之人的同意。
- 10.13 任何一方延迟或未能（全部或部分）行使或强制执行本协议或法律赋予的任何权利均不得视为放弃或豁免权利，也不得以任何方式限制该方进一步行使或强制执行该权利或其他任何权利的能力，且单独或部分行使任何该权利或救济不得排除其他或进一步行使该权利或救济或行使任何其他权利或救济。本协议规定的权利、权力及救济是累积性的，并不排除任何权利、权力和救济（无论是否依据法律或其他规定）。除非以书面形式作出并由放弃方签署，否则任何对
- 10.14 如任何时候，本协议项下任何条款在其任何方面，于任何司法管辖区的法律下，属非法、无效或不可强制执行，不应影响或有损：
- (a) 本协议任何其他条款在有关司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条款或任何其他条款在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议仅对各方及其各自的继承人、执行人、管理人、继任者及被许可的受让人具有约束力，且仅为各方及其各自的继承人、执行人、管理人、继任者和被许可受让人的利益而适用，任何其他人均不得根据或凭借本协议取得或拥有任何权利。除内部重组或重整外，任何一方均不得让与或转让本协议中的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。
- 10.16 在不损害其他各方就其蒙受的所有损失和损害向投资者提出申索的所有权利的前提下，倘若投资者在上市日期或者递延交付日期（如适用）当日或之前出现任何违反保证的行为，虽有与本协议相反的规定，公司、独家保荐人兼整体协调人及独家保荐人有权解除本协议，且各方在本协议项下的所有义务应立即终止。
- 10.17 每一方均向其他方承诺，其应签署并履行，且促使他方签署并履行本协议项下条款生效所需的其他文件和行动。
- 10.18 各方均不可撤销且无条件地同意，本协议可在符合适用法律的情况下通过附加电子签名的方式执行，且所使用的方法对于文件中所含信息的传递目的而言是可靠和适当的。

11. 管辖法律和处理机制

- 11.1 本协议及各方之间的关系受香港法律的管辖并据香港法律解释。
- 11.2 因本协议或其违约、终止或无效产生或与之有关的任何争议、争端或索赔（「争议」）均应根据提交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地为香港，仲裁程序的管辖法律为香港法。应有三（3）名仲裁员，且至少有一名仲裁员精通普通话，仲裁程序用语为中文。仲裁庭的判定和裁决是终局的，且对各方均具约束力，可在拥有管辖权的任何法院录入并强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

- 12.1 如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可以（基于主权或王权或其他理由）为其自身或其资产、财产或收入主张对以下各项的任何豁免权：诉讼、起诉、程序或其他法律流程（包括仲裁程序），抵销或反诉，任何法院的司法管辖权，送达程序，任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的辅助程序或协助执行，或对任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）提供任何救济或强制执行的其他诉讼、起诉或程序，或如果在任何该等程序中可能有归因于其本身或其资产、财产或收入的任何该等豁免（无论是否主张），则各投资者 特此不可撤销且无条件地放弃并同意不就该等程序申请或主张任何该等豁免。

13. 法律程序文件代理人

- 13.1 投资者不可撤销地委任位于香港九龙柯士甸道西 1 号环球贸易广场 76 楼 7601B-02A 室的中国太保投资管理（香港）有限公司，为其和代表其接收香港程序中法律程序文件的送达。该等送达在向法律程序文件代理人交付时视为完成（不论是否转发给投资者或由投资者接收）。
- 13.2 如果出于任何原因，法律程序文件代理人不能够再担任或在香港不再有住址，投资者不可撤销地同意委任公司、独家保荐人兼整体协调人及独家保荐人能够接受的替代法律程序文件代理人，并于三十（30）日内向公司、独家保荐人兼整体协调人及独家保荐人交付新任法律程序文件代理人接受委任的文件的副本。

14. 协议副本

- 14.1 本协议一式多份，由各方签署单独副本。每份副本均视为正本，但所有副本共同构成一份相同的法律文书。通过电子邮件附件（PDF）或者传真方式发送本协议已签署副本的签字页，应视为有效的交付方式。

本协议已由各方合法授权代表于本协议开头所载日期签署，特此证明。

FOR AND ON BEHALF OF:

为及代表

Aux Electric Co., Ltd.

奥克斯电气有限公司

By:



Name: ~~XIN~~ Ning
姓名: 忻宁
Title: Executive Director
职务: 执行董事

为且代表
中邮人寿保险股份有限公司



姓名:
职务:

韩干岳
法定代表人

FOR AND ON BEHALF OF:

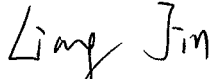
為及代表

CHINA INTERNATIONAL CAPITAL CORPORATION

HONG KONG SECURITIES LIMITED

中國國際金融香港證券有限公司

By:

A handwritten signature in black ink, appearing to read "Ling Jin", written over a horizontal line.

Name: Jin Liang

姓名：梁錦

Title: Managing Director

職務：董事總經理

附表一
投资者股份

投资者股份数量

投资者股份的数量应等于 (1)相当于 50,000,000 美元的港元（按招股章程所列的港币兑美元收市汇率计算）（不包括投资者将就投资者股份支付的佣金及征费）除以(2)发售价，四舍五入至最接近的 200 股份整笔交易单位数量。

根据上市规则第 18 项应用指引第 4.2 段，上市指南第 4.14 章及联交所授予的豁免（如有），如果香港公开发售出现超额认购，投资者将在本协议项下认购及/或收购的投资者股份数量可能会受到国际配售和香港公开发售之间股份重新分配的影响。如果香港公开发售的股份总需求符合公司最终招股章程「全球发售架构—香港公开发售—重新分配」所载的情况，投资者股份数量可能按比例减少以满足香港公开发售的公众需求。

另外，整体协调人和公司可以其唯一及绝对酌情权调整投资者股份数目的分配，从而满足 (i) 上市规则第 8.08(3) 条的要求（该条款规定，于上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%）；或 (ii) 上市规则第 8.08(1)(a) 条规定的最低公众持股量要求或联交所批准的其他要求。此外，整体协调人和公司可以其唯一及绝对酌情权调整投资者股份数目，从而满足上市规则附录 F1（股本证券的配售指引）的要求。

附表二
投资者 详情

投资者

注册地： 中华人民共和国

注册证编号： 71782536-8

营业执照号： 91110000717825368K

法人机构识别编码： 300300F2002411000012

营业地址、电话号码及联系人： 北京市西城区金融街甲 3 号金鼎大厦 B 座 6 层、7 层、8 层
曹益嘉
010-8919-8252

主营业务： 人寿保险、健康保险、意外伤害保险等各类人身保险业务；上述业务的再保险业务；国家法律、法规允许的保险资金运用业务；经中国保险业监督管理机构批准的其他业务。

最终控股股东： 中国邮政集团有限公司

最终控股股东的注册地： 中华人民共和国

最终控股股东的营业执照号和法人机构识别编码： LEI no.: 911000000000192465

最终控股股东的主营业务： 国内和国际信函寄递业务；国内和国际包裹快递业务；报刊、图书等出版物发行业务；邮票发行业务；邮政汇兑业务；机要通信业务；邮政金融业务；邮政物流业务；电子商务业务；各类邮政代理业务；国家规定开办的其他业务。

股东及股东持有的权益： 中国邮政集团有限公司（42.68%）、友邦保险有限公司（24.99%）、北京中邮资产管理有限公司（13.17%）、中国集邮有限公司（10.70%）、邮政科学研究规划院有限公司（8.45%）。

相关投资者类别（根据要求包含在联交所的 FINI 承配人名单模板中或按 FINI 界面要求须披露的承配人类别）： 基石投资者

将纳入招股章程中的有关投资者的描述:

China Post Life Insurance Company Limited (“**China Post Insurance**”), a life insurance company controlled by China Post Group Co., Ltd., which is controlled by the Ministry of Finance of the State Council, is headquartered in Beijing with registered capital of RMB32,643 million. It was established with the approval by the China Insurance Regulatory Commission on August 4, 2009 and registered with the State Administration for Industry and Commerce of the People’s Republic of China (SAIC) on August 18, 2009.

It officially commenced its business on September 9, 2009. Its scope of business includes various types of personal insurance such as life insurance, health insurance and accident insurance; reinsurance business for the aforementioned businesses; insurance fund management businesses as permitted by the laws and regulations of the PRC; and other businesses approved by the China Banking and Insurance Regulatory Commission.

China Post Insurance, whose mission is to serve the grassroots communities and “Sannong” (agriculture, rural areas and farmers), fully leverages the postal network and resources and adheres to the principle of specialization and differentiation. China Post Insurance takes microinsurance as its initial business and focuses on promoting the balanced development of urban and rural insurance industry, in order to build a new and efficient commercial insurance company of modern system, people-oriented services and standardized management that is able to satisfy the government, reassure regulators, and gain public approval. At present, China Post Insurance carries out its business in 22 provinces (including regions and municipalities).

China Post Insurance’s investment into the Company would be completed through QDII programs in the PRC.

中邮人寿保险股份有限公司（“**中邮保险**”）为一家由中国邮政集团有限公司控股的寿险公司，由国务院财政部控制，总部位于北京，注册资本为人民币 326.43 亿元。该公司于 2009 年 8 月 4 日经中国保险监督管理委员会批准成立，并于 2009 年 8 月 18 日在中华人民共和国

国家工商行政管理总局登记注册。该公司于2009年9月9日正式挂牌开业。

该公司的经营范围包括人寿保险、健康保险、意外伤害保险等各类人身保险业务；上述业务的再保险业务；中国法律法规允许的保险资金运用业务；以及经中国银行保险监督管理委员会批准的其他业务。

中邮保险以服务基层、服务“三农”（农业、农村及农民）为己任，充分发挥邮政网络和资源优势，秉持专业化和差异化的原则。中邮保险以小额保险为起步业务，着力推动城乡保险业均衡发展，全力打造一个体系现代化、服务大众化、管理规范化的政府满意、监管放心、大众认可的新型高效商业保险公司。目前，中邮保险已在全国22个省（区、市）展业。

中邮保险对本公司的投资将通过中国的QDII计划完成。

附表三
专业投资者认定通知

甲部 – 机构投资者认定通知

1. 因阁下属于证券及期货条例附表一第一部有关“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录三甲部第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录三甲部第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录三丙部本第5段。

基石投资协议

2025 年 8 月 21 日

奥克斯电气有限公司

与

中邮理财有限责任公司

与

中国国际金融香港证券有限公司

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本协议（本「协议」）于 2025 年 8 月 21 日签订：

- (1) 奥克斯电气有限公司，一家在开曼群岛注册成立的获豁免有限责任公司，其注册办事处地址为 PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands（「公司」）；
- (2) 中邮理财有限责任公司，一家于中国注册成立的公司，其注册办事处地址位于中国北京市西城区金融大街 6 号楼 2 层 201、3 层 301、4 层 401、5 层 501、6 层 601（「投资者」）
- (3) 中国国际金融香港证券有限公司，地址为：香港中环港景街 1 号国际金融中心一期 29 楼（「中金」，「独家保荐人」及「独家保荐人兼整体协调人」）。

鉴于

- (A) 公司已提交以全球发售的方式（「全球发售」）将其股份（定义见下文）在联交所（定义见下文）上市的应用，其中包括：
 - (i) 公司公开发售股份（定义见下文）供香港公众人士认购（「香港公开发售」）；和
 - (ii) 根据美国证券法（定义见下文）S 规例（定义见下文）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）以及根据第 144A 条（定义见下文）或美国证券法项下的任何其他豁免注册条文在美国境内向合格机构投资者（「合格机构投资者」）有条件配售本公司发售股份（「国际发售」）。
- (B) 中金担任全球发售的独家保荐人及独家保荐人兼整体协调人。
- (C) 受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。
- (D) 特此拟在双方就条款和条件达成一致意见的前提下，独家保荐人兼整体协调人和其他承销商（将在国际承销协议中列名）将与本公司就国际发售订立承销协议，以（其中包括）有条件地承销本协议项下的投资者将予认购的投资者股份。

各方在此达成如下协议：

1. 定义和解释

- 1.1 在本协议（包括其绪言及附表）中，除非上下文另有要求，下列各词汇、术语和用语具备以下含义：

「联属公司」就特定个人或实体而言，除上下文另有规定外，是指直接或间接通过一个或多个中间机构控制，或受其控制或与指定的个人或实体共同控制的任何个人或实体。为了本定义的目的，「控制」（包括「控制」、「由...控制」及「与...共同控制」）是指直接或间接拥有指导或引导他人管理和政策方向的权力（无论通过拥有表决权的证券、合同或其他方式）；

「会财局」指香港会计及财务汇报局；

「总投资额」指等于发售价乘以投资者股份数目的金额；

「前置批准」具有第 6.2(g)条所赋予的含义；

「联系人/紧密联系人」应具有《上市规则》赋予该术语的定义，及「各联系人/紧密联系人」应据此予以相应解释；

「经纪佣金」指《费用规则》（定义见下文）第 7(1)段的规定按总投资额的 1% 计算的经纪佣金；

「营业日」指香港持牌银行一般对香港公众正常营业以及联交所对外进行证券买卖业务的任何日子（星期六、星期日及香港公共假期除外）；

「资本市场中介人」指公司为全球发售之目的委任的资本市场中介人，应具有操守准则赋予该术语的定义；

「中央结算系统」指香港中央结算有限公司建立和经营的香港中央结算及交收系统；

「交割」指根据本协议项下条款和条件完成对投资者股份的认购及/或收购；

「操守准则」系指《香港证监会持牌人或注册人操守准则》；

「公司条例」指不时经修订、补充或以其他方式修订的《公司条例》（香港法例第 622 章）；

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

「关连人士/核心关连人士」应具有上市规则赋予该术语的定义，及「各关连人士/核心关连人士」应据此予以相应解释；

「关联关系」须具有《中国证监会备案规定》赋予该词的涵义；

「合约（第三者权利）条例」指不时经修订、补充或以其他方式修订的《合约（第三者权利）条例》（香港法例第 623 章）；

「控股股东」除上下文另有要求外，须具有上市规则赋予该词的涵义及「各控股股东」应据此予以相应解释；

「中国证监会」指中国证券监督管理委员会，负责监督管理中国全国证券市场的监管机构；

「中国证监会备案规定」指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引，包括其不时进行的修改、补充或其他修改；

「递延交付日期」指在香港公开发售及国际发售的承销协议已订立且已成为无条件及未终止的情况下，独家保荐人兼整体协调人应根据第 4.3 条通知投资者的较后日期；

「处置」指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同

意购买任何期权、订约、认股权证或权利以出售，或者设置任何产权负担或同意设置任何产权负担），或者无论直接或间接地并且无论有条件或无条件地就可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或

- (ii) 订立任何掉期交易或其他安排，将任何所有权的附带利益（包括相关股份的所有权或其任何权益，或相关股份或其他证券的任何经济后果或其任何权益）全部或部分转让给他人；或
- (iii) 直接或间接开展与上述第(i)及(ii)项所描述的任何一项交易具有相同经济效果的任何其他交易；或
- (iv) 同意或披露或缔约或公开宣布有意开展上述第(i)，(ii)及(iii)项所描述的任何交易，无论上述第(i)，(ii)及(iii)项所描述的交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份、以现金或其他方式结算；

「**经济制裁法**」是指由海外资产控制办公室、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国或任何其他国家经济制裁机构管理的任何经济或金融制裁；

「**交易所参与者**」具有《上市规则》赋予该词的涵义；

「**费用规则**」指联交所网站“收费规则”栏目中不时公布的与在联交所上市或将在联交所上市的证券交易有关的上市或发行费、征费、交易费、经纪佣金及其他收费的规则；

「**FINI**」具有上市规则赋予该词的涵义；

「**全球发售**」具有绪言(A)所赋予的含义；

「**政府机构**」是指任何国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家的政府、政府间、监管机构或行政委员会、董事会、团体、部门、机构或代理部门，或任何证券交易所（包括但不限于联交所、证监会和中国证监会）、自律或其他非政府监管机构，或任何法院、司法机构、法庭、仲裁庭或仲裁员；

「**集团**」指公司及其附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

「**港元**」指香港法定货币；

「**香港**」指中国香港特别行政区；

「**香港公开发售**」具有绪言(A)所赋予的含义；

「**受偿方**」具有第 6.6 条所赋予的含义，及「**一方受偿方**」按文义应指各方其中任何一方；

「**国际配售**」具有绪言(A)所赋予的含义；

「**国际配售通函**」指公司预期向潜在投资者（包括投资者）发出的与国际配售有关的最终发售通函；

「**投资者股份**」指投资者或 QDII 根据本协议项下条款及条件，按照附表一进行计算，并由公司和独家保荐人兼整体协调人决定，由投资者于国际配售中认购的股份数目；

「**法律**」指所有相关司法管辖区的任何政府机构（包括但不限于联交所、证监会和中国证监会）的所有法律、成文法规、立法、条例、办法、规则、法例、指引、指导、决定、意见、通知、通函、指南、要求、命令、判决、判令或裁定；

「**征费**」指就总投资额而言 0.0027%的证监会交易征费（或上市日期现行的交易征费），0.00565%的联交所交易费（或上市日期现行的交易费）及 0.00015%的会财局交易征费（或上市日期现行的交易征费）；

「**上市日期**」指股份首次在联交所主板上市的日期；

「**上市指南**」指联交所颁发的不时经修订、补充或以其他方式修订的《新上市申请人指南》；

「**上市规则**」指不时经修订或补充的《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、指引及其他规定；

「**禁售期**」具有第 5.1 条所赋予的含义；

「**海外资产控制办公室**」指美国财政部海外资产控制办公室；

「**发售价**」指将根据全球发售进行发售或出售股份的每股股份的最终港元价格（不包括佣金和征费）；

「**整体协调人**」指公司为全球发售之目的委任的整体协调人，应具有操守准则赋予该术语的定义；

「**超额配股权**」具有国际发售通函赋予该词的涵义；

「**各方**」指列名的本协议各方及「**一方**」按文义应指各方其中任何一方；

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

「**初步发售通函**」指公司将向潜在投资者（包括投资者）发出的与国际配售有关的经不时修订或补充的初步发售通函；

「**专业投资者**」具有《证券及期货条例》附录 1 第 1 部分所赋予的含义；

「**自有投资为基础**」指投资者为其自身账户和投资目的而进行的投资，但不作为任何第三方的代理，无论该投资是否为该投资者的任何股东或基金投资者的利益而进行；

「**招股章程**」指本公司将就香港公开发售发行的最终招股章程；

「**公开文件**」指公司为国际配售将发出的初步发售通函和国际配售通函，为香港公开发售将在香港发出的招股章程，以及公司就全球发售可能发出的其他文件和公告，上述各项可经不时修改或补充；

「**QDII**」指经中国证监会许可投资于境外证券市场的中国境内合格机构投资者；

「**合格机构投资者**」具有绪言(A)所赋予的含义；

「**S 规例**」指美国证券法 S 规例；

「**监管机构**」具有第 6.2(i)条所赋予的含义；

「**相关股份**」指投资者或 QDII 根据本协议认购及/或收购的投资者股份，以及根据任何供股、资本化发行或其他资本重组形式（不论该等交易是否以现金或其他方式结算）由投资者股份派生的公司任何股份或其他证券或权益，以及由此产生的任何利息；

「**第 144A 条**」指美国证券法第 144A 条；

「**受制裁者**」是指任何下列的个人、组织或车辆，或由下列人士拥有至少 50% 或以上的权益或受其控制的个人、组织或车辆：

- (a) 被列入海外资产控制办公室、美国国务院管理的名单上的人士，包括但不限于「特别指定国民和被封锁人员名单」，或根据《联合国经济制裁法》发布的任何目标人员名单；
- (b) 属于或隶属于受制裁领土政府；
- (c) 由上述任何一方拥有或控制，或代表上述任何一方行事；
- (d) 位于、组织或居住在受制裁地区，或从受制裁地区开展活动；或
- (e) 以其他方式成为任何经济制裁法律的目标；

「**受制裁地区**」是指根据经济制裁法受到全面出口、进口、金融或投资禁运的任何国家或其他领土。截至本协议签署之日，包括乌克兰克里米亚地区、自封的顿涅茨克人民共和国、自封的卢甘斯克人民共和国、古巴、伊朗、朝鲜和叙利亚；

「**美国证券法**」指不时经修订、补充或以其他方式修订的美国 1933 年《证券法》，以及在该法律项下颁布的规则和法规；

「**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**」指不时经修订、补充或以其他方式修订的《证券及期货条例》（香港法例第 571 章）；

「**股份**」指公司股本中每股面值为美元 0.000005 的普通股，该类股份将以港元进行买卖并拟议于联交所上市；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例所赋予的定义；

「**美国**」指美利坚合众国及其领土、领地、美国任何州以及哥伦比亚特区；

「**美元**」指美国法定货币；

「**美国人士**」具有 S 规例所赋予的含义；及

「**承销商**」指香港公开发售的香港承销商和国际配售的国际承销商。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提及「**条**」、「**款**」或「**附表**」均指本协议中的条、款或附表；
- (b) 索引、条款和附表标题仅为方便阅读而设，不得影响对本协议的理解或解释；
- (c) 绪言和附表构成本协议的一部分，并具有同等效力和作用，犹如本协议正文明确所载，以及凡提及本协议应包含绪言和附表；
- (d) 含有单数含义应包括复数含义，反之亦然，及具有一种性别意义的词汇应包括另一种性别的含义；
- (e) 凡提及本协议或其他文件包括本协议或其他文件的任何修订或替换；
- (f) 凡提及一项「**法规**」或「**法定条文**」，包括提述：
 - (i) 经不时由任何法规或法定条文合并、修订、补充、修改、重新制定或取代的该法规、条文、条例或规则；
 - (ii) 对其重新制定的任何废除的法规、法定条文、规则或规例（无论是否进行修改）；及
 - (iii) 根据其制定的任何附属立法；
- (g) 「**条例**」包括一切政府、政府间或超国家的团体、机构、部门或一切监管、自律或其他当局或组织的任何条例、规则、官方指令、意见、通知、通告，命令，要求或准则（不论是否具有法律效力）；
- (h) 凡提及时间及日期，除非特别规定，均分别指香港时间及日期；
- (i) 凡提及「**人士**」包括提及个人、企业、公司、法人团体、非公司社团或机构、政府、国家或国家机构、联营企业、联合体或合伙（无论是否具有独立法人资格）；
- (j) 凡提及「**包括**」应解释为包括但不限于；及
- (k) 凡提及有关香港之外其他司法辖区下任何诉讼、救济、措施或司法程序的法律词汇，法律文件、法律状态、法庭、官方或任何法律概念或事物将视为具有该司法辖区下与有关香港法律词汇最相近之含义。

2. 投资

2.1 在满足下文第 3 条提及的各条件（或经各方共同豁免，但第 3.1(a)条、第 3.1(b)条、第 3.1(c)条及第 3.1(d)条所载条件不得豁免，且第 3.1(e)条项下的条件仅可由公司、独家保荐人兼整体协调人及独家保荐人共同豁免）及在本协议其他条款和条件的规限下：

- (a) 投资者将认购，公司将发行、分配及发售，且独家保荐人兼整体协调人将分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）予投资者，投资者将通过独家保荐人兼整体协调人及/或其联属公司（以相关部分国际配售的国际承销商的国际代表身份）于上市日期按发售价认购的投资者股份并作为国际配售的一部分；及

(b) 投资者将根据第 4.2 条就投资者股份支付总投资额、佣金和征费。

2.2 投资者可选择于不迟于上市日期前三 (3) 个营业日书面通知公司、独家保荐人兼整体协调人及独家保荐人，通过投资者的一家全资附属公司认购及/或收购投资者股份，且该全资附属公司是(A)合格机构投资者或(B)(i)非美国人士，且并非为了美国人士或代表美国人士的利益而购买投资者股份；(ii)位于美国境外且(iii)按照美国证券法 S 规例在境外交易中购买投资者股份，前提是：

(a) 投资者应促使该全资附属公司于同日向公司、独家保荐人兼整体协调人和独家保荐人提供书面确认函（其形式和内容应使公司、独家保荐人兼整体协调人和独家保荐人满意），表示其同意遵守投资者在本协议中作出的相同协定、声明、保证、承诺、赔偿、同意、契诺、承认和确认，且投资者在本协议中作出的协定、声明、保证、承诺、赔偿、同意、契诺、承认和确认应视为由投资者为其自身和代表该全资附属公司作出；及

(b) 投资者(i) 向公司、独家保荐人兼整体协调人及独家保荐人无条件且不可撤销地保证，该全资附属公司会妥善且准时履行其在本协议项下所应遵守的所有的协定、义务、承诺、保证、声明、赔偿、同意、承认、确认及契诺；及(ii)承诺按照第 6.5 条的规定，根据受偿方各方的要求，充分地给予弥偿及按要求维持弥偿。

本第 2.2 条项下构成了投资者直接、主要且无条件的义务，即按照要求向公司、独家保荐人兼整体协调人或独家保荐人支付该全资附属公司在本协议项下任何应付款项，且按要求及时履行该全资附属公司在本协议项下的任何义务，而无需公司、独家保荐人兼整体协调人或独家保荐人先采取针对该全资附属公司或任何其他人士的措施。除非文义另有所指，投资者一词在本协议中应被理解为包含该全资附属公司。

2.3 本公司、独家保荐人兼整体协调人及独家保荐人可按其全权酌情决定，所有或部分投资者股份将根据第 4.3 条于递延交付日期交付。

2.4 公司和独家保荐人兼整体协调人（代表承销商）将以他们商定的方式决定发售价。投资者股份的确切数量将由公司和独家保荐人兼整体协调人根据附表一最终决定，该决定为终局决定且对投资者具有约束力（除非出现明显错误）。

3. 交割前提条件

3.1 投资者在本协议项下根据第 2.1 条认购投资者股份的义务，以及公司和独家保荐人兼整体协调人根据第 2.1 条发行、分派、配售、分配及/或交付（视情况而定）或促使发行、分派、配售、分配及/或交付（视情况而定）投资者股份的义务，仅取决于各方于交割之时或之前满足或共同豁免（但第 3.1(a)条、第 3.1(b)条、第 3.1(c)条及第 3.1(d)条所载条件不得豁免，且第 3.1(e)条项下所载条件仅可由公司、独家保荐人兼整体协调人及独家保荐人共同豁免）以下各项条件：

(a) 香港公开发售承销协议和国际配售承销协议经订立并于不迟于该等承销协议指明的时间和日期（根据彼等各自的原定条款或其后协议各方通过协议豁免或更改的条款）已生效并须无条件履行，且上述承销协议均尚未被终止；

- (b) 发售价已在公司及独家保荐人兼整体协调人（代表其自身及资本市场中介人和承销商）之间确定；
- (c) 联交所上市委员会已批准股份（包括投资者股份）上市和买卖并授予其他适用豁免和批准，包括与投资者认购投资者股份相关之豁免和批准，且该等批准、同意或豁免在股份于联交所开始买卖之前尚未被撤销；
- (d) 任何政府机构尚未制定或颁布任何法律禁止完成全球发售或本协议项下拟进行的交易，并且具有管辖权的法院未发出任何有效命令或禁制令阻止或禁止该等交易的进行；
- (e) 投资者在本协议项下的各自声明、保证、承诺、承认和确认目前（截至本协议订立日期）并将（截至上市日期及递延交付日期）在所有方面均属准确、真实、完整且无误导性，且投资者并未违反本协议。

3.2 若于本协议日期后一百八十（180）日当日或之前（或公司、投资者、独家保荐人兼整体协调人和独家保荐人之间可能书面同意的其他日期），第 3.1 条所载的任何条件未获实现或未被各方豁免（但第 3.1(a)条、第 3.1(b)条、第 3.1(c)条及第 3.1(d)条所载条件不得豁免，且第 3.1(e)条项下的条件仅可由公司、独家保荐人兼整体协调人及独家保荐人豁免），投资者购买投资者股份的义务，以及公司和独家保荐人兼整体协调人发行、分派、配售、分配及/或交付（视情况而定）或促使发行、分派、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，且投资者根据本协议向任何其他方支付的任何款项将由该其他方在不计利息且商业上可行的情况下尽快且不迟于本协议终止后的三十（30）天内归还予投资者，且公司、独家保荐人兼整体协调人及/或独家保荐人的所有义务及责任应停止并终止，而本协议将予以终止并不具有效力。但根据本第 3.2 条终止本协议，不得影响任何一方在该等终止之时或之前就本协议所载条款对其他各方的已有权利或责任。为避免疑义，本条款中的任何内容均不得解释为赋予投资者对其违反投资者根据本协议在本第 3.2 条提及的日期前作出并保持有效的任何声明、保证、承诺、承认及确认予以补救的权利。

3.3 投资者承认无法保证全球发售将会完成或不会延迟或终止或发售价将会在公开文件的指示性范围内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，公司、独家保荐人兼整体协调人或独家保荐人，或其各自的任何联属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、顾问、代理及代表将不会对投资者承担任何责任。投资者特此放弃，以因全球发售推迟或因任何原因未能按预计的时间及日期完成或根本无法完成为由或发售价不在公开文件规定的价格指导区间内，任何对公司、独家保荐人兼整体协调人及/或独家保荐人或上述各方的联属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、顾问、代理及代表提出任何申索或诉讼的权利（如有）。

4. 交割

4.1 在第 3 条和本第 4 条的规限下，根据国际配售并作为国际配售的一部分，投资者将以发售价认购及/或收购投资者股份，并通过独家保荐人兼整体协调人（及/或其联属公司）以其作为国际配售相关部分的国际承销商代表的身份进行。据

此，投资者股份的认购及/或收购将于国际配售交割之时或者递延交付日期进行，按公司和独家保荐人兼整体协调人确定的时间和方式交割。

倘若公司、独家保荐人兼整体协调人和独家保荐人认为公司于上市日无法满足上市规则第 8.08(3)条的要求（条款规定，于上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%），则公司、独家保荐人兼整体协调人和独家保荐人有权调整投资者或 QDII 将会认购的投资者股份数目的分配，从而满足上市规则第 8.08(3)条。若公司、独家保荐人及整体协调人和独家保荐人调减投资者股份数目的，应于尽快书面通知投资者；若本公司、整体协调人调增投资者股份数目分配的，应获得投资者的书面同意。

- 4.2 无论投资者股份的交付时间和方式，投资者应或应促使 QDII 于不迟于上市日期前一(1)个营业日，尽管在适用的情况下，投资者股份的交付可能会在延迟交付日期进行，通过电汇（向独家保荐人兼整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至独家保荐人兼整体协调人在上市日期前至少三（3）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 倘若独家保荐人兼整体协调人按其全权酌情决定，所有或任何部分投资者股份于晚于上市日期的日期（「递延交付日期」）交付，在此情况下，独家保荐人兼整体协调人须(i)于上市日期之前不迟于两（2）个营业日，书面通知投资者将予递延交付的投资者股份数目；以及(ii)不晚于实际递延交付日期的前两（2）个营业日，书面通知投资者递延交付日期，前提是递延交付日期不得晚于超额配股权可行使的最后限期起计三(3)个营业日。公司及独家保荐人兼整体协调人一旦做出该决定将不可更改且对投资者具有约束力。倘若投资者股份将于递延交付日期交付予投资者或 QDII，则投资者或 QDII 须按第4.2 条所指明的方式付款。
- 4.4 在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者或者 QDII（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者或者 QDII 不晚于上市日期或根据第4.3 条厘定的递延交付日期前三（3）个营业日向独家保荐人兼整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.5 在不损害第 4.3 条规定的原则下，投资者股份的交付亦可以本公司、独家保荐人兼整体协调人、独家保荐人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期前一(1)个营业日（与交付投资者股份的时间及方式并无关系）。
- 4.6 如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、独家保荐人兼整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、独家保荐人兼整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、独家保荐人兼整体协调人及独家保荐人因投资者或实益拥有人未能遵守其于本协议下的义务而可能针对投资者或其实益拥有人提出的任何申索）。无论何等情况，投资者或其实益拥有人应按照第 6.6 条在税后基础上完全负责承担并向各受偿方作出弥偿，因投资者方面未能全额支

付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。

- 4.7 若出现公司、独家保荐人兼整体协调人，独家保荐人及/或其各自的联属公司、董事、监事（如适用）、高级管理人员、雇员、顾问、联系人、合伙人、代表或代理（视情况而定）无法控制的情形，包括天灾、洪水、战争（不论宣战或未宣战）、恐怖主义、火灾、骚乱、叛乱、内乱、流行病或严重流行病（包括但不限于禽流感、SARS，H1N1、H5N1，MERS、埃波拉病毒和COVID 19）、疾病的爆发、升级、变异或加重、灾难、危机、经济或全面制裁、公共秩序混乱、爆炸、地震、海啸、火山喷发、敌对行动的爆发或升级（不论宣战或未宣战）、区域、国家或国际紧急状态、经济制裁、政治变化及/或不稳定、政府运作瘫痪、罢工、停工、其他工业行动、电力或其他供应的故障、飞机碰撞、技术故障、意外或机械或电力故障、计算机故障或任何款项传输系统的故障或失败、禁运、劳动争议及任何现有或将来的法律、法令、法规的变更，或任何现有或将来政府活动的变更或类似的情形，从而阻止或延迟其履行本协议项下的义务，则公司、独家保荐人兼整体协调人和独家保荐人及其各自联属公司、董事、监事（如适用）、高级管理人员、雇员、顾问、联系人、合伙人、顾问、代表或代理均不承担未能或延迟履行本协议项下义务的责任，且在此情况下，公司、独家保荐人兼整体协调人、独家保荐人及其各自的联属公司、董事、监事（如适用）、高级管理人员、雇员、顾问、联系人、合伙人、顾问、代表或代理均有权立即终止本协议。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者就其自身并代表其全资附属公司（如投资者股份由该全资附属公司持有同意并向公司、独家保荐人兼整体协调人及独家保荐人作出契诺和承诺，未经公司、独家保荐人兼整体协调人及独家保荐人事先书面同意，自上市日期起（包括上市日期当日）六（6）个月期间（「禁售期」）内任何时间，投资者将不会且将促使其联属公司不会直接或间接：(i)以任何方式处置任何相关股份或处置持有相关股份的任何公司或实体的任何权益，包括任何可转换、可交换、可行使或代表获得任何前述证券的权利的证券；(ii)同意、订立或签订，或公开宣布为处置相关股份的任何意向；(iii)允许其最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iv)直接或间接进行任何与上述交易具有相同经济效果的交易；或(v)同意、订立或订约或公开宣布有意订立上文(i)、(ii)、(iii)及(iv)所述的任何前述交易，而不论上文(i)、(ii)、(iii)及(iv)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式。倘若在禁售期后的任何时间处置任何相关股份，投资者将在拟议处置前立即书面通知本公司、独家保荐人兼整体协调人和独家保荐人，并将确保(a)有关处置将遵守所有适用法律；及(b)投资者将尽其最大努力确保有关处置不会造成股份市场混乱或虚假。

在本条款的规定下，投资者就其自身并代表其全资附属公司（如投资者股份由该全资附属公司持有）与公司、独家保荐人兼整体协调人和独家保荐人议定、契诺并承诺，在禁售期届满后的任何时间，如投资者或任何其全资附属公司进行任何交易以处置任何相关股份，或同意、订立或签订，或公开宣布进行该等交易的任何意向，投资者就其自身并代表其全资附属公司应采商业上合理的步

骤，确保任何此类出售不会在股份中制造无序或虚假市场，并应遵守所有适用的法律和法规以及所有有管辖权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、公司条例及证券及期货条例。本公司、独家保荐人兼整体协调人及独家保荐人承认，在本文件规定的禁售期届满后，投资者在符合适用法律的规定下，可自由出售任何有关股份，惟投资者须于出售前书面通知本公司、独家保荐人兼整体协调人及独家保荐人，并须尽一切合理努力确保任何有关出售不会造成股份市场混乱或虚假，以及其他方面符合所有适用法律。

5.2 在任何情况下，第 5.1 条所载任何内容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，但：

- (a) 在不少于五（5）个营业日之前向本公司、独家保荐人兼整体协调人及独家保荐人提供有关该转让的书面通知，且该通知包括该全资附属公司的身份以及本公司、独家保荐人兼整体协调人及独家保荐人可能要求的并令他们满意的证据，以证明预期受让人为投资者的全资附属公司；
- (b) 于有关转让前，该全资附属公司（向公司、独家保荐人兼整体协调人及独家保荐人并为其利益以令其满意的条款）作出书面承诺同意，且投资者承诺促使该全资附属公司接受投资者于本协议项下的义务（包括第 5 条中对投资者施加的限制）约束，视同该全资附属公司自身承担该等义务和限制；
- (c) 该全资附属公司应被视为已作出第 6 条所规定的相同赔偿、同意、契诺、承认、声明、承诺、确认及保证；
- (d) 投资者和该投资者全资附属公司就其持有的所有相关股份而言，应被视作投资者，并应共同及各自承担本协议施加的所有义务和责任；
- (e) 若于禁售期届满前任何时间，该全资附属公司不再属于或将不再属于投资者的全资附属公司，其应（且投资者应促使该附属公司应）将其持有的相关股份立即且（在任何情况下于不再属于投资者的全资附属公司之前）完全并有效地转让予投资者或投资者另一家全资附属公司，该全资附属公司应或经投资者督促应（向公司、独家保荐人兼整体协调人及独家保荐人并为其利益以令其满意的条款）作出书面承诺，同意受投资者于本协议项下义务（包括本第 5 条中对投资者施加的限制）的约束，并作出本协议项下的相同赔偿、同意、契诺、承认、声明、承诺、确认及保证，视同该全资附属公司自身承担该等义务和限制并且应连带承担本协议所施加的全部责任及义务；及
- (f) 该全资附属公司(A)合格机构投资者；(B)(i)不是美国人士，亦非受美国人士委托或为美国人士利益收购相关股份；(ii)位于美国境外；及(iii)根据 S 规例收购离岸交易中的相关股份。

5.3 投资者同意并承诺，除经公司、独家保荐人兼整体协调人和独家保荐人事先书面同意外，投资者及其联系人于公司全部已发行股本中（直接和间接）持有的总持股量应一直低于公司全部已发行股本的 10%（或者上市规则所不时规定的用于定义「大股东」的其他百分比）且投资者及其紧密联系人（定义见上市规则）于上市日期后十二（12）个月内不会成为上市规则所指的公司的核心关连

人士。此外，投资者及其紧密联系人（定义见上市规则）在公司已发行股本总额中的合计（直接及间接）不应导致持有公司证券的公众人士（根据上市规则的规定及联交所的解释，包括上市规则第 8.08 条）低于上市规则第 8.08 条所规定的百分比或联交所可能批准并适用于公司的其他百分比。投资者同意，如果注意到上述任何情况，尽快书面通知公司、独家保荐人和独家保荐人兼整体协调人。

- 5.4 投资者同意，投资者持有公司股本为以自有投资（包括为其管理的产品）为基础，并同意经公司、独家保荐人兼整体协调人及/或独家保荐人提出合理要求后向公司、独家保荐人兼整体协调人及独家保荐人提供合理证明，表明投资者持有公司股本是以自有投资（包括为其管理的产品）为基础。投资者不得，且应促使其控股股东、联系人及其各自实益拥有人不得在全球发售中通过簿记建档程序提出股份（投资者股份除外）申请或买卖指示或在香港公开发售中提出股份申请。
- 5.5 投资者及其联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、联系人、合伙人、顾问、代表或代理与公司、任何其他集团成员或其各自联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、联系人、合伙人、顾问、代表或代理，未曾接受或签订，且不得接受或签订不符合或违反上市规则（包括但不限于上市规则附录 F1（《股本证券的配售指引》及上市指南第 4.15 章（不时更新或修订）或由香港监管机构颁布的书面指引）的任何安排或协议（包括任何补充条款）。投资者将对其各自以及其各自的任何联属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、顾问、代理及代表违反本第 5.5 条的任何行为负责。

6. 确认、声明、承诺和保证

- 6.1 投资者向公司、独家保荐人兼整体协调人及独家保荐人声明、保证、承诺、承认、同意和确认：

- (a) 公司、独家保荐人兼整体协调人、独家保荐人分别及其各自的联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、代理、顾问、联系人、合伙人及代表未作出任何声明、保证或者承诺或担保，全球发售将（于任何特定期间内）进行或完成或发售价将在公开文件规定的价格指导区间内，并且倘若全球发售因任何原因延迟、未能进行或完成，或若发售价不在公开文件规定的价格指导区间内，上述人士概不对投资者承担任何形式的责任；投资者特此放弃任何权利（如有），以全球发售被推迟或由于任何原因未按预计日期和时间完成或根本未完成，或者以发售价不在公开文件规定的价格指导区间内为由，针对公司、独家保荐人兼整体协调人和独家保荐人及其各自的联属公司提起就上述事项的任何权利主张或诉讼；
- (b) 公开文件和全球发售的其他销售和路演材料须披露本协议及投资者背景资料以及本协议项下拟交易双方之间的关系和安排，而公开文件和有关其他销售和路演材料和公告将提述投资者。针对全球发售或在其他情况下根据公司（清盘及杂项条文）条例和上市规则，本协议将尤其作为一份重大合约，并须送交香港监管机构存档并可供展示。在这方面，投资者将向独家保荐人兼整体协调人和独家保荐人提供为促进独家保荐人兼

整体协调人和独家保荐人履行其在上市规则和操守准则项下的义务和责任（包括对投资者进行尽职调查）所需的所有信息；

- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他监管机构在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的独家保荐人兼整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；
- (d) 投资者确认及同意在相关法律、法规及规章所规定及/或政府机构要求下，本公司、独家保荐人兼整体协调人及独家保荐人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交其根据本协议认购或购买股份或以其他方式参与配售的资料；
- (e) 发售价将仅根据公司及独家保荐人兼整体协调人（代表其自身及资本市场中介人和承销商）基于全球发售的条款和条件予以确定，且投资者将无权对此提出任何反对意见；
- (f) 投资者股份将由投资者或 QDII 通过独家保荐人兼整体协调人及/或其联属公司以国际配售之国际承销商的国际代表的身份认购及/或收购；
- (g) 投资者将接受受限于公司组织章程大纲及其细则或公司其他组织或章程文件或适用法律及本协议项下条款及条件的投资者股份；
- (h) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；
- (i) 投资者股份的数量可能会受到上市规则第 18 项应用指引、上市指南第 4.14 章的要求或联交所不时批准且适用于公司的其他该等比例的影响，而在国际配售和香港公开发售之间重新分配；
- (j) 公司、独家保荐人兼整体协调人及独家保荐人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股份百分比不得超过 50%，及(ii)上市规则第 8.08(1)条或联交所批准的最低公众持股量要求（若调增投资者股份数目分配应获得投资者书面同意）；
- (k) 在本协议签订时或其前后或在此后但在国际配售交割前的任何时候，公司、独家保荐人兼整体协调人及/或独家保荐人与一名或多名其他投资者已订立或可能及/或建议订立类似的投资协议，作为国际配售的一部分；
- (l) 公司、独家保荐人兼整体协调人、独家保荐人或其各自的联属公司、代理、董事、监事（如适用）、雇员、合伙人、代表、员工或参与全球发售的任何其他方均不对收购投资者股份或与投资者股份的任何交易相关的税务、法律、货币、经济或其他后果承担任何责任；
- (m) 投资者股份尚未且不会根据美国证券法或美国任何州或其他司法管辖区的证券法规予以登记且不得被发售、转售、质押或以其他方式在美国直接或间接向美国人士或以任何美国人士之名义或为其利益转让，除非根据有效的登记声明或豁免于美国证券法或其他适用的美国州级证券法律

的登记要求或交易无需遵守美国证券法或其他适用的美国州级证券法律的登记要求，也不得在任何其他司法管辖区或者以该等其他司法管辖区的任何人的名义或为其利益而进行转让，除非获得该等其他司法管辖区的适用法律许可；

- (n) 如投资者根据美国证券法第 144A 条购买投资者股份，投资者股份将构成证券法第 144 条规定的「受限制证券」；
- (o) 其理解并同意投资者股份的转让仅可(A)根据第 144A 条或美国证券法项下的其他可享有的豁免在美国境内进行；或(B)根据 S 规例，在美国境外在「境外交易」（定义见 S 规例）中进行，且均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (p) 投资者理解，公司、独家保荐人兼整体协调人、独家保荐人、整体协调人或任何国际配售的国际承销商或其各自的附属公司、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、代理、顾问、联系人、合伙人及代表，针对美国证券法项下第 144A 条或者其他任何豁免规定是否适用于其后再发售、转售、抵押或转让投资者股份，概无发表任何声明；
- (q) 公司尚未且不会根据经修订的 1940 年美国投资公司法注册为 1940 年美国投资公司法定义的投资公司；
- (r) 除第 5.2 条规定外，在附属公司持有任何投资者股份的情况下，只要该附属公司在禁售期内持续持有任何投资者股份，则投资者需要促使该附属公司保持投资者的全资附属公司的身份（直接或间接）并继续坚持遵守本协议项下条款及条件；
- (s) 投资者已收到（及日后可能收到）的资料可能构成有关投资者投资（或持有）投资者股份的重大非公开信息及/或内幕消息（如证券及期货条例所界定），且其将 (i) 除了出于评价其于投资者股份之投资的惟一目的或据法律要求而基于严格须知的标准向其联属公司、附属公司、董事、监事（如适用）、高级管理人员、雇员、顾问、员工、联系人、合伙人、代理及代表（「**授权接收者**」）之外，其不会向其他人披露该等信息，直至这些信息成为公开信息（非因投资者或其任何授权接收者过错的情况下）；(ii) 且投资者尽其最大努力确保其授权接收者（即根据本 6.1(r) 条向其披露该等信息的人士），除却基于严格须知的标准向其他授权接收者披露以外，不会向其他任何人披露该等信息；及 (iii) 不会且将确保其授权接收者（即根据本 6.2(r) 条向其披露该等信息的人士）不会，以可能违反有关该交易的美国、香港、中国或者任何其他适用司法管辖区证券法规（包括内幕交易规定）的方式直接或者间接购买、销售或交易或以其他方式买卖公司或其联属公司或联系人的股份或者其他证券或衍生品；
- (t) 本协议、招股章程初稿及初步发售通函初稿所载的以保密方式提供予投资者及/或其代表的信息以及可能已经以保密方式提供予投资者及/或其代表的任何其他材料（无论口头或书面）不得复制、披露、发送或传播给任

何其他人，且据此提供的信息和材料可能会变动、更新、修订及完成，且投资者不应依赖该等材料确定是否投资于投资者股份。为避免疑义：

- (1) 招股章程初稿、初步发售通函初稿或可能已提供予投资者及/或其代表的任何其他资料，在禁止该等要约、招揽或销售的司法管辖区内，均不构成收购、购买或认购任何证券的邀请或要约或招揽，以及招股章程初稿或初步发售通函初稿所载任何内容或提供予投资者及/或其代表的任何其他材料（无论口头或书面）均不构成任何性质合约或承诺的依据；
 - (2) 不得基于初步发售通函初稿或招股章程初稿或可能已提供予投资者及/或其代表的任何其他材料（无论口头或书面）作出或接收有关认购、收购或购买任何股份或其他证券的要约或邀请；及
 - (3) 初步发售通函初稿或招股章程初稿或任何其他可能已提供（无论以书面或口头方式）给投资者的任何其他资料，可能须在订立本协议后进一步修订，且投资者不应依赖该等资料决定是否投资于投资者股份，且投资者在此同意该等修订（如有）并放弃其有关修订（如有）的权利；
- (u) 本协议共同或分别均不构成在美国或者任何其他认定该等要约或招揽为非法的司法管辖区作出的证券销售的要约或招揽购买或收购任何股份或证券的要约；
- (v) 其已获提供其认为评估购买及/或认购投资者股份之利益和风险的所有必要或需要的资料，并且已获得提问机会并得到了公司、独家保荐人兼整体协调人或独家保荐人关于公司、投资者股份或其认为评估购买及/或认购投资者股份之利益和风险的所有必要或需要的其他有关事项的答复，而且公司已向投资者或其代理提供了投资者或其代表要求的、与投资于投资者股份有关的所有文件和信息；
- (w) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、独家保荐人兼整体协调人及/或独家保荐人（包括其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由本公司、独家保荐人、独家保荐人兼整体协调人或各自的董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、独家保荐人兼整体协调人、独家保荐人及其各自的董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、独家保荐人兼整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其各自的董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理人、代表、

联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；

- (x) 任何独家保荐人兼整体协调人、独家保荐人、整体协调人、资本市场中介人、其他承销商及其各自的董事、监事（如适用）、高级管理人员、雇员、员工、附属公司、代理、联系人、联属公司、代表、合伙人及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其附属公司业务、研发、经营、前景、财务或其他方面的状况，或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；且除最终国际配售通函规定者外，公司及其董事、高级管理人员、雇员、员工、附属公司、代理、联系人、联属公司、代表及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其附属公司业务、研发、经营、前景、财务或其他方面的状况或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；
- (y) 如投资者为或（直接或间接）将为相关股份实益拥有人或公司招股章程显示投资者为相关股份实益拥有人，其在（直接或间接）处置该任何相关股份时，将遵守本协议、上市规则或任何适用法律项下不时适用的所有限制（如有）；
- (z) 其已就公司及投资者股份及本协议中的投资者股份认购条款自行作出调查，并就有关投资者股份的投资及其对投资者的合适性取得其认为必要或适当或其他满足其自身（包括税务、监管、财务、会计、法律、货币、其他经济考量因素和其他方面）考虑的（包括税务、监管、财务、会计、法律、货币和其他方面）独立意见，并尚未依赖且将无权依赖由或代表公司或任何独家保荐人兼整体协调人、独家保荐人、资本市场中介人或承销商获得或进行（视情况而定）的任何（包括税务、监管、财务、会计、法律、货币和其他方面的）意见、尽职调查审查或调查或其他建议或支持，并且公司、独家保荐人兼整体协调人、独家保荐人、资本市场中介人、承销商或其各自的联系人、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、合伙人、代理、顾问或代表，或全球发售涉及的任何其他方，对投资者股份认购的或关于投资者股份买卖的任何税务、监管、财务、会计、法律、货币或其他后果，概不承担任何责任；
- (aa) 投资者理解目前就投资者股份并无公开市场存在且公司、独家保荐人兼整体协调人、独家保荐人或其各自的附属公司、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、代理、顾问、联系人、合伙人及代表或全球发售涉及的任何其他方不保证将会有投资者股份的公开或活跃市场存在；
- (bb) 若全球发售因任何原因被延期、终止或未能完成，公司、独家保荐人兼整体协调人、独家保荐人或者其各自的任何联系人、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理或代表对投资者或其附属公司概不承担任何责任；
- (cc) 公司和独家保荐人兼整体协调人将有绝对酌情权去改变或调整：(i)全球发售项下发行的股份数量；(ii)香港公开发售及国际配售项下各自的股份

数量；及(iii)在联交所批准及符合适用法律的情况下，对发售股份数目、发售价范围及最终发售价作出其他调整或重新分配；

- (dd) 投资者已同意，于不晚于上市日期前一(1)个营业日之前全数支付总投资额及相关佣金和征费；
- (ee) 除本协议及投资者在投资者认购投资者股份的过程中订立的保密协议外，投资者与公司、公司的任何股东、独家保荐人兼整体协调人及/或独家保荐人之间没有就全球发售达成任何其他协议；
- (ff) 投资者未基于如下原因收购投资者股份，且投资者或任何其联属公司或任何代其行事之人未曾且将来亦不会就投资者股份从事(i)任何定向销售活动（定义见 S 规例），或(ii)任何关于股份的一般招揽或一般广告（定义见美国证券法 D 条例 502(c)规则）的任何方式，或(iii)以任何方式涉及公开发售（定义见美国证券法第 4(2)条）；
- (gg) 股票的任何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》及任何主管证券交易所的任何其他适用法律对股票交易的限制；以及
- (hh) 公司将不会承认任何非按照本协议限制就相关股份进行的发售、出售、质押或。

6.2 投资者进一步向公司、独家保荐人兼整体协调人及独家保荐人作出以下承认、声明、保证和承诺：

- (a) 其已根据其注册成立地的法律合法注册成立，并有效存续且信誉良好，并无破产、清算或清盘之申请、命令或生效的决议；
- (b) 其具备接收及使用本协议项下的信息（包括本协议、招股章程草稿及初步发售通函草稿）的资格，并且不会违反适用于该等投资者的法律或被要求于该等投资者所在的司法辖区注册或持有牌照；
- (c) 其具备拥有、使用、租赁及经营其资产并开展其当前所开展业务的合法权利及授权；
- (d) 其拥有签署和交付本协议，订立和执行本协议项下交易并履行本协议项下所有义务要求的全部权力、授权和能力，并已采取一切行动（包括获得所有任何政府和监管机构或第三方的必要同意、批准和授权），因此，其履行本协议下的义务不局限于任何政府和监管机构或第三方的同意、批准和授权，第 3.1 条中载列的条件除外；
- (e) 本协议已经由投资者正式授权、执行和交付，并构成根据本协议条款可对投资者强制执行的合法、有效和具有约束力的义务；
- (f) 其已采取，及在本协议期间将采取所有必要行动，履行其在本协议项下的义务并使本协议和本协议项下拟进行的交易生效，并遵守所有相关法律和法规；
- (g) 根据适用于投资者的任何相关法律以及投资者在本协议项认购投资者股份方面需要获得的所有同意、批准、授权、许可和注册（「前置批准」）均已获得且具有完全效力且并未失效、被撤销、撤回或搁置。所有前置

批准均不受任何未满足或履行的先决条件约束，投资者亦不知悉存在可能导致批准无效、被撤销、被撤回或取消的任何事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再具有充分效力、失效、被撤销、撤回或搁置，其将立即通知公司、独家保荐人兼整体协调人和独家保荐人；

- (h) 投资者签署及交付本协议、履行本协议、投资者股份的认购或收购（视情况而定）以及接受交付投资者股份不会违反或导致投资者违反：(i)投资者的公司组织章程大纲及其细则或其他组织或章程文件；(ii)投资者就本协议项下拟进行的交易须遵守的任何司法管辖区的法律或就认购或收购（视情况而定）投资者股份在其他情况下可能对投资者适用的法律；(iii)对投资者具有约束力的任何协议或其他文件；或(iv)对该投资者有管辖权的任何政府机构的判决、命令或判令；
- (i) 其已遵守且将遵守所有与认购及/或收购（视情况而定）投资者股份有关的具有管辖权地区的所有适用法律，包括直接或间接通过公司、独家保荐人兼整体协调人及/或独家保荐人，按联交所、证监会、中国证监会及其他政府、公共、货币或监管机构或部门和证券交易所（「**监管机构**」）的要求及时间范围内，向该等监管机构提供或促成或促使提供相关信息并接受且同意披露在各种情况下适用法律可能要求或任何监管机构不时要求的该等信息（包括但不限于(i)投资者及其最终实益拥有人（如有）及/或最终负责提供有关投资者股份的认购或收购指示的人士的身份信息（包括但不限于其等各自的姓名及注册成立地点）；(ii)据此拟进行的交易（包括但不限于认购或购买投资者股份的详情、总投资额及本协议下禁售期）；(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（包括但不限于认购人及其最终实益拥有人以及该掉期安排或其他金融或投资产品提供商的身份信息）；及/或(iv)投资者或其实益拥有人（如有）及联系人与公司及其任何股东之间的任何关连关系）（统称「**投资者相关信息**」））。投资者进一步授权公司、独家保荐人兼整体协调人、独家保荐人或其各自联系人、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理或代表按监管机构的要求向监管机构披露和/或根据上市规则或适用法律的要求，或应任何有关监管机构的要求，在任何公开文件或其他公告或文件中披露投资者相关信息或任何有关本协议项下交易的任何信息；
- (j) 投资者各自在金融和业务方面拥有下列相关知识和经验：(i)其能够评估对投资者股份的潜在投资的利益和风险；(ii)其能够承担该投资的经济风险，包括其对投资者股份投资造成的全盘损失；(iii)其已收到其认为对决定是否投资于投资者股份而言必要或适当的全部资料；及(iv)其在与投资类似发展阶段的公司的证券交易方面拥有丰富经验；
- (k) 其常规业务为买卖股份或债券，或其为专业投资者，并且在后一情形下，其已阅读并理解本协议附表三中载明的专业投资者认定通知（「**专业投资者认定通知**」）并且就购买本协议下投资者股份的事宜，确认并接受专业投资者认定通知（就专业投资者认定通知而言，其中凡提及「**阁下**」及「**阁下的**」之处，指投资者及有关投资者且/或具有投资者及有关投资者的效果，凡提及「**我们**」及「**我们的**」之处，指独家保荐人兼整体协

调人、整体协调人、资本市场中介人和承销商及/或其联属公司且/或具有独家保荐人兼整体协调人、整体协调人、资本市场中介人和承销商的效果），且通过签订本协议，就协议包含的交易而言，其并非任何独家保荐人兼整体协调人、独家保荐人、整体协调人、资本市场中介人或承销商的客户；

- (l) 投资者基于专有投资以其自己名义认购及/或收购投资者股份，作投资目的，而非旨在分派由其根据本协议认购及/或收购的任何投资者股份，该投资者无权提名任何人成为公司的董事或高级管理人员；
- (m) (i)如果认购或收购投资者股份发生在美国，他们其中的一方为合格机构投资者；或(ii)如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的「境外交易」实施且其不是美国人士；
- (n) 投资者认购及/或收购投资者股份的交易根据美国证券法豁免或无须遵守注册要求；
- (o) 投资者及投资者的实益拥有人及/或联系人，以及投资者购买投资者股份的受益人（如有）及/或其联系人(i)为独立于公司的第三方；(ii)非为公司的关连人士（定义见上市规则）或其联系人，且认购及/或收购投资者股份不应且将不会构成一项「**关连交易**」（定义见上市规则）且亦不会导致投资者或其实益拥有人成为公司的一名关连人士（定义见上市规则），无论投资者与可能签订（或已签订）本协议所述的任何其他协议的任何其他方之间存有任何关系，并紧随交割后就公司控制权将独立于任何关连人士且不与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议规定的所有义务的财务能力；(iv)未直接或间接接受公司、公司董事，或最高行政人员、现有股东或附属公司，或他们各自的紧密联系人（定义见上市规则）或公司任何核心关连人士（定义见上市规则）或其联系人的资助、资金或支持，其就公司证券的收购、出售、投票或任何其他处置并非惯常接受且并未接受任何公司、公司董事、最高行政人员、现有股东或附属公司，或他们各自的紧密联系人（定义见上市规则）或公司任何核心关连人士（定义见上市规则）的指示；(v)非为上市规则附录 F1（《股本证券的配售指引》）第 5 段所述的任何一类人士；及(vi)与公司或其任何股东没有关联关系，除非以书面形式向公司、独家保荐人和独家保荐人兼整体协调人另行披露；
- (p) 投资者、其实益拥有人及/或其联系人，以及投资者以其账户购买投资者股份的人（如有）及/或其联系人均非任何全球发售的独家保荐人兼整体协调人、独家保荐人、账簿管理人、牵头经办人、整体协调人、参与全球发售的承销商、牵头经纪商或任何全球发售分销商的「**关连客户**」。「**关连客户**」、「**牵头经纪商**」和「**分销商**」均具有上市规则附录 F1（《股本证券的配售指引》）所赋予的含义；
- (q) 投资者账户并非由相关交易所参与者（定义见上市规则）按照全权委托管理投资组合协议管理。「**全权委托管理投资组合**」一词应具有上市规则附录 F1（《股本证券的配售指引》）所赋予的含义；

- (r) 投资者、的实益拥有人或其各自的联系人均非公司董事（包括过去 12 个月内担任董事）、监事（如适用）或公司现有股东或其联系人或上述任何人士的提名人，联交所豁免或同意的除外；
- (s) 除先前已书面通知独家保荐人及独家保荐人兼整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于第 12.08A 条）规定须在公司配发结果公告中识别的任何承配人组别；
- (t) 投资者尚未与且将不会与任何「分销商」（定义见 S 规例）就分销股份订立任何合约安排，除非与其联属公司订立合约，或事先获得公司书面同意；
- (u) 投资者董事、高级职员、雇员或代理均非受制裁者；
- (v) 投资者股份的认购及/或收购将遵守上市规则附录 F1（《股本证券的配售指引》）、上市指南第 4.15 章以及上市规则的任何其他有关规定以及证监会和联交所发出的所有相关指引以及有关政府机构发出的所有适用法律和法规（不时更新或修订），且不会存在任何会导致公司、独家保荐人及/或独家保荐人兼整体协调人违反该等条文的行为；
- (w) 投资者或其任何、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、联系人、顾问、合伙人、代理或代表，均未通过补充条款或其他方式接受公司、任何集团成员或其各自的联属公司、董事、监事（如适用）、高级管理人员、雇员、代理或代表在全球发售中提供的任何直接或间接利益或者签订关于上述事项的任何协议或安排，或者以其他方式从事不符合或违反上市指南第 4.15 章（不时更新或修订）的任何行为或活动；
- (x) 投资者、其实益拥有人及/或联系人均不可使用由公司及其附属公司及关连人士、独家保荐人兼整体协调人或独家保荐人、整体协调人、资本市场中介人或承销商中的任何一位（直接或间接）进行的融资认购及/或收购本协议项下的投资者股份；投资者及其各个联系人（如有）独立于且与已参与或将参与全球发售的其他投资者及其任何联系人均无关联；
- (y) 除本协议规定的情况外，投资者尚未与任何政府机构或任何第三方就任何投资者股份达成任何安排、协议或承诺；
- (z) 除先前向本公司、独家保荐人及独家保荐人兼整体协调人书面披露外，投资者、其实益拥有人及 / 或联系人概无已经订立或将会订立涉及投资者股份的任何掉期安排或其他金融或投资产品；
- (aa) 投资者或其附属公司、董事、监事（如适用）、高级管理人员、雇员或代理与公司或集团任何成员公司或其各自的联属公司、董事、高级管理人员、监事（如适用）、雇员或代理并无订立或将订立任何协议或安排，包括与上市规则不符的任何附带函件（包括上市指南第 4.15 章）；
- (bb) 投资者将以其自有资金（或其管理的资金）认购投资者股份。投资者应保证其资金来源合法合规，若资金来源信息失实，本公司、独家保

荐人及独家保荐人兼整体协调人有权终止本协议并要求因此造成的损失赔偿；

- (cc) 除先前向公司、独家保荐人及独家保荐人兼整体协调人披露的情况外，投资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的掉期安排或其他金融或投资产品；
- (dd) 除根据本协议及/依据上市指南第 4.15 章外，投资者或其任何紧密联系人均未且无意就全球发售项下的任何股份提出申请或通过累计投标询价程序下订单；及
- (ee) 投资者及其紧密联系人（定义见上市规则）于公司全部已发行股本中持有的总持股量（直接或间接）不得导致公众人士（定义见上市规则）持有公司的总证券量低于上市规则要求的比例或联交所批准的其他比例。

- 6.3 投资者向公司、独家保荐人兼整体协调人及独家保荐人声明与保证，附表三所载有关其自身及其作为一家成员公司的集团公司的说明及向监管机构及/或本公司、独家保荐人兼整体协调人及独家保荐人及彼等各自的联属公司提供及/或应彼等要求提供的所有投资者相关信息在所有方面均属真实、完整、准确并不存在误导。受限于第 6.1(b)条规定，投资者不可撤销地同意将其名称和本协议（包括附表三所载）的全部或部分说明提及并载入全球发售的公开文件、销售及路演材料，及（只要公司、独家保荐人兼整体协调人及独家保荐人全权认为需要）由公司、独家保荐人兼整体协调人及/或独家保荐人可能发布或代表其发布的该类其他公告或展示材料。投资承诺尽快提供与其本身、其所有权（包括最终实益所有权）、其与公司的关系及/或公司、独家保荐人兼整体协调人或独家保荐人可能合理要求的有关的其他资料及/或证明文件，以确保其遵守适用法律及/或公司或证券登记及/或主管的监管机构（包括联交所、证监会及中国证监会）的要求。
- 6.4 投资者在此同意，在审查公开文件初稿及不时提供给投资者的关于全球发售的其他销售材料中对其自身及其作为一家成员公司的集团公司的说明，并根据投资者合理要求（如有）加以修改之后，投资者应被视为保证对其自身与其作为一家成员公司的公司集团的相关说明在所有方面均属真实、准确、完整且不存在误导性或欺骗性。
- 6.5 投资者理解，第 6.1 和 6.2 条中的保证、承诺、声明、同意、确认及承认应根据（其中包括）香港法律及美国证券法的要求作出。投资者确认，公司、独家保荐人兼整体协调人、独家保荐人、整体协调人、资本市场中介人、承销商及其各自的附属公司、代理、联属公司和顾问、以及其他人士将依赖第 6.1 和 6.2 条所载的投资者保证、承诺、声明、同意、确认及承认的真实性、完整性和准确性，且其同意，若第 6.1 和 6.2 条中的任何保证、承诺、声明、同意、确认及承认在任何方面不再准确或完整或存在误导，将立即书面通知公司、独家保荐人兼整体协调人和独家保荐人，且届时公司和独家保荐人兼整体协调人有权终止本协议并不完成本协议项下的交易。
- 6.6 对于可能以任何方式对任何受偿方提出或提起的与投资者股份认购、投资者股份或本协议有关的（包括由投资者或投资者的全资附属公司（如投资者股份将由该等全资附属公司持有）或其各自的高级管理人员、董事、监事（如适用）、雇员、员工、联属公司、代理、代表、联系人、顾问、或合伙人违反或涉嫌违

反本协议或本协议项下的任何作为或不作为或涉嫌的作为或不作为)任何及全部损失、成本、开支、费用、申索、行动、责任、法律程序或损害赔偿以及受偿方可能就因前述各项提起的或由前述各项引起的与之有关的任何申索、行动或法律程序或在该等申索、行动或法律程序的争议或抗辩中蒙受或招致的任何及所有成本、费用、损失或开支,投资者同意并承诺投资者将按要求向公司、独家保荐人兼整体协调人、独家保荐人、整体协调人、资本市场中介人及承销商,各自为其自身以及受托为其各自的联属公司,任何在美国证券法意义上对其有控制权的人,及其各自的高级管理人、董事、监事(如适用)、雇员、员工、联系人、合伙人、顾问、代理和代表(合称为「受偿方」)作出全额及有效的赔偿,并保证他们不承担任何责任(按照税后标准)。

6.7 投资者根据第 6.1 条、第 6.2 条、第 6.3 条、第 6.4 条、第 6.5 条及第 6.6 条(视情况而定)作出的承认、确认、声明、保证和承诺应被理解为单独的承认、确认、声明、保证或承诺,且应被视为于上市日期或者递延交付日期(如适用)重复作出,且应当在本协议签署和履行以及全球发售完成后继续有效。

6.8 公司声明、保证并承诺:

- (a) 公司是按照其成立地法律正式成立和有效存续的企业;
- (b) 公司拥有充分权力、授权和能力订立本协议和履行其于本协议项下的义务,并已采取所需的一切行动;
- (c) 受限于第 4.2 条规定的付款及第 5.1 条规定的禁售期,当投资者股份根据第 4 条交付予投资者时应为全额缴足股款、自由转让并不设有任何购股权、留置、押记、按揭、抵押、申索、衡平权益、产权负担和其他第三方权利,并与当时发行和将于联交所上市的股份享有同等权益;
- (d) 公司、其控股股东、任何集团成员及其各自的联属公司、董事、监事(如适用)、高级管理人员、雇员、员工、顾问、代表、联系人、合伙人和代理并非与投资者或其联属公司、董事、监事(如适用)、高级管理人员、雇员、员工、顾问、代表、联系人、合伙人或代理订立任何协议或安排,包括任何不符合上市规则(包括上市指南第 4.15 章(不时更新或修订)的补充条款;及
- (e) 除本协议规定外,公司或集团任何成员公司或其各自的任何联属公司、董事、监事(如适用)、高级管理人员、雇员、员工、顾问、代表、联系人、合伙人或代理均未就任何投资者股份与任何政府机构或任何第三方达成任何安排、协议或承诺。

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

6.10 投资者无条件且不可撤销地向公司、独家保荐人兼整体协调人和独家保荐人承诺并保证:

- (a) 其将促使 QDII 受约束于、给予、作出及履行因本协议而产生、根据本协议或与本协议有关的所有投资者义务、承诺、声明、保证、弥偿及责任(包括声明及保证合资格境内机构投资者(a)位于美国境外且(b)按照 S 规例在境外交易中购买相关股份(「投资者义务」));及

- (b) 其将促使及无条件及不可撤回地向本公司、独家保荐人及整体协调人担保 QDII 妥善及准时履行及遵守所有投资者义务。

7. 终止

7.1 本协议可在下列情况下终止：

- (a) 根据第 3.2 或 4.6 或 4.7 或 6.5 条终止本协议；
- (b) 如投资者或投资者的全资附属公司（根据上述第 2.2 条规定的通过全资附属公司认购投资者股份情形下或根据上述第 5.2 条规定的投资者股份转让情形下）在国际配售交割之日或递延交付日期（如适用）当日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的声明、保证、承诺和确认），仅公司或独家保荐人兼整体协调人和独家保荐人可终止本协议（尽管有任何与本协议相反的规定）；或
- (c) 经所有各方书面同意终止本协议。

7.2 在不影响第 7.3 条的情况下，如本协议按照第 7.1 条终止，各方无义务继续履行其各自在本协议项下的义务，且在不影响在该终止时或之前任何一方就本协议项下条款已对其他方产生的权利或责任的情况下，各方在本协议项下的权利和责任（第 8.1、8.2、10、11 及 12 规定的权利和责任除外）应终止，任何一方不得向任何其他各方提出任何申索。

7.3 尽管有前述规定，第 6.6 条在本协议终止后将持续有效。即使本协议终止，投资者在本协议中约定作出的赔偿应继续有效

8. 公布和保密

8.1 除本协议及投资者签订的保密协议（如有）另有规定外，未经其他各方事先书面同意，任何一方均不得披露与本协议、本协议项下拟进行的交易或涉及公司、独家保荐人兼整体协调人、独家保荐人和投资者的任何其他安排有关的资料。但是，尽管有上述规定，任何一方可在下列情况下就本协议作出披露：

- (a) 本协议可向联交所、证监会、中国证监会及/或对公司、独家保荐人兼整体协调人及/或独家保荐人有监管权的任何其他监管机构披露，投资背景以及公司和投资者之间的关系可在公司将发出的公开文件以及公司、独家保荐人兼整体协调人及/或独家保荐人就全球发售将发出的销售、路演材料及其他公告中说明；
- (b) 本协议可向各方的法律和财务顾问、审计师、其它顾问、联属公司、联系人、董事、监事（如适用）、高级管理人员及相关雇员、代表及代理披露，但仅限于上述人员需要知道的范围内，但该方应 (i) 促使其该等法律、财务及其他顾问、联属公司、联系人、董事、监事（如适用）、高级管理人员及相关雇员、代表及代理均获悉并遵守本协议所载的所有保密义务；及 (ii) 就其该等法律、财务及其他顾问、联属公司、联系人、董事、监事（如适用）、高级管理人员及相关雇员、代表及代理违反保密义务而承担责任；及
- (c) 任何一方按任何适用法律、对该方有管辖权的任何政府机构或组织（包括联交所、证监会及中国证监会）、证券交易所规则（包括根据公司（清盘及杂项条文）条例和上市规则将本协议作为重大合约送交香港公

司注册处登记并可供展示) 或任何主管政府机构的任何具有约束力的判决、命令或要求的规定可以其他方式作出披露。

- 8.2 投资者不得就本协议或任何本协议相关事宜作出其他提及或披露, 除非投资者已就该等披露的原则、形式及内容事先征求公司、独家保荐人兼整体协调人及独家保荐人的事先书面同意。
- 8.3 公司应尽合理努力于发布前提供任何在公开文件中有关本协议、公司和投资者之间的关系和关于投资者的基本背景资料, 供投资者审阅。投资者均应配合公司、独家保荐人兼整体协调人及独家保荐人, 以确保该等公开文件提及的内容系属真实、完整、准确且不存在误导性或欺骗性, 且没有在公开文件中省略重要信息, 并及时向公司、独家保荐人兼整体协调人和独家保荐人及其各自的律师提出意见并提供验证文件。
- 8.4 投资者承诺, 就第 8.1 条所述任何披露的准备, 及时提供合理所需的全部协助 (包括提供公司、独家保荐人兼整体协调人或独家保荐人合理要求的与其本身、其背景资料、其与公司的关系、其所有权 (包括最终实益所有权及与公司的关系), 及/或在其他方面与本协议提及事项相关的进一步信息及/或支持文件), 以 (i) 在本协议日期后更新公开文件中的有关投资者的描述并验证该等提及内容; 并 (ii) 使公司、独家保荐人及/或独家保荐人兼整体协调人遵守适用的公司或证券登记规定及/或主管监管机构 (包括联交所、证监会及中国证监会) 提出的要求。

9. 通知

- 9.1 所有本协议项下的通知均应以英文或中文书面形式作出, 并以第 9.2 条规定的方式送达至以下地址:

若送达公司:

地址: 中国浙江省宁波市鄞州区姜山镇明光北路 1166 号
邮件: zhaonanyan@mail.aux-home.com
收件人: 赵南燕女士

若送达投资者:

地址: 北京市西城区金融大街 6 号楼 A 座 6 层
邮件: xulingda@psbcoa.com.cn
收件人: 许凌达

若送达独家保荐人及独家保荐人兼整体协调人:

地址: 香港中环港景街 1 号国际金融中心一期 29 楼
传真: +852 2872 2100
邮箱: ib_dqh@cicc.com.cn
收件人: Project Aux Deal Team

- 9.2 本协议项下的任何通知均应由专人送递或电子邮件或传真或邮寄 (预付邮资) 形式发送。任何通知通过专人送递的, 视为在交付时送达; 以电子邮件形式发

送的，则为发送时间后（将根据发件人发送电子邮件的设备上的记录，无论该电子邮件是否被确认收件，除非发件人收到电子邮件被自动回复显示该电子邮件未被递送）；以传真形式发送的，视为在收到传送确认书时送达；以预付邮资邮寄方式寄送的，在无证据表明提早收到时，视为在寄出后四十八（48）小时（若为航空邮寄则寄出后六（6）天）送达。任何在非营业日送达的通知应视为在该日期之后的下一个营业日送达。

10. 一般条款

- 10.1 各方均确认并声明，本协议已由其正式授权、签署并交付，并构成其合法、有效且具有约束力的义务，并按照协议条款具有强制执行力。除公司就实施全球发售可能要求的有关同意、批准和授权外，各方在履行各自在本协议项下的义务时均无需取得其公司、股东或其他同意、批准或授权。各方均进一步确认其能够履行本协议项下的责任。
- 10.2 除明显错误，公司、独家保荐人兼整体协调人和独家保荐人真诚地就投资者股份数目和发售价及投资者根据本协议第 4.2 条应支付的金额所作的计算和确定，就本协议而言，应为最终及有约束力的结果。
- 10.3 本协议中规定的独家保荐人及独家保荐人兼整体协调人的义务是个别的（而非共同的或共同及个别的）。尽管有前述规定，独家保荐人和独家保荐人兼整体协调人均有权在适用法律允许的范围内单独或共同行使其在本协议项下的任何或全部权利。
- 10.4 独家保荐人兼整体协调人及独家保荐人均有权且在此获授权按其认为适当的方式和条件（无论是否完成正式手续，也无需按规定就该转授向公司或投资者事先发出通知），将其全部或任何相关权利、义务、权力和自由裁量权转授予其一家或多家联属公司。尽管有任何上述转授，对获转授相关权利、义务、权力及/或自由裁量权的任何联属公司的作为和不作为，独家保荐人兼整体协调人或独家保荐人根据本款仍须单独或共同承担责任。
- 10.5 就本协议及本协议项下的交易而言或与本协议有关的需要或可能需要向第三方发出的任何通知或第三方的任何同意及/或批准等方面，投资者、公司、独家保荐人兼整体协调人及独家保荐人应予以配合。
- 10.6 本协议任何变更或修改仅在以书面形式作出并经所有各方或其代表签字后方可生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议项下当事一方的任何人或获得其同意。
- 10.7 本协议将仅以中文签署。
- 10.8 除相关各方书面同意的情况外，各方应承担各自在本协议项下产生的法律和专业费用、成本或开支，但本协议项下拟进行交易所产生的印花税应由有关的转让方/卖方以及相应的受让方/买方按相同份额承担。
- 10.9 时间是本协议的关键事项，但本协议中提及的任何时间、日期或期限均可通过各方之间共同的书面协议予以延长。
- 10.10 即使按照第 4 条完成交割，本协议所有条款在能够获履行或遵守的情况下应持续拥有完全效力和作用，但与当时已履行的事项有关的条款除外，且除非该等条款经各方书面同意终止。

- 10.11 除投资者作出的保密协议外（如有），本协议构成各方之间与投资者于投资公司相关的完整协议和谅解备忘录。本协议将取代各方此前达成的与协议标的相关所有书面或口头承诺、保证、担保、声明、通讯、谅解备忘录和协议。
- 10.12 在本第 10.11 条中另有规定的范围内，任何非本协议项下当事一方的人无权享有任何根据合约（第三者权利）条例强制执行本协议任何条款的权利，但这不影响第三方在合约（第三者权利）条例外存在或可获得的权利或救济：
- (a) 受偿方强制执行和依赖第 6.6 条，如同其为本协议项下当事一方。
 - (b) 本协议的终止、撤销及本协议任何条款的修改、变更或放弃无需第 10.12(a)所述之人的同意。
- 10.13 任何一方延迟或未能（全部或部分）行使或强制执行本协议或法律赋予的任何权利均不得视为放弃或豁免权利，也不得以任何方式限制该方进一步行使或强制执行该权利或其他任何权利的能力，且单独或部分行使任何该权利或救济不得排除其他或进一步行使该权利或救济或行使任何其他权利或救济。本协议规定的权利、权力及救济是累积性的，并不排除任何权利、权力和救济（无论是否依据法律或其他规定）。除非以书面形式作出并由放弃方签署，否则任何对
- 10.14 如任何时候，本协议项下任何条款在其任何方面，于任何司法管辖区的法律下，属非法、无效或不可强制执行，不应影响或有损：
- (a) 本协议任何其他条款在有关司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条款或任何其他条款在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议仅对各方及其各自的继承人、执行人、管理人、继任者及被许可的受让人具有约束力，且仅为各方及其各自的继承人、执行人、管理人、继任者和被许可受让人的利益而适用，任何其他人均不得根据或凭借本协议取得或拥有任何权利。除内部重组或重整外，任何一方均不得让与或转让本协议中的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。
- 10.16 在不损害其他各方就其蒙受的所有损失和损害向投资者提出申索的所有权利的前提下，倘若投资者在上市日期或者递延交付日期（如适用）当日或之前出现任何违反保证的行为，虽有与本协议相反的规定，公司、独家保荐人兼整体协调人及独家保荐人有权解除本协议，且各方在本协议项下的所有义务应立即终止。
- 10.17 每一方均向其他方承诺，其应签署并履行，且促使他方签署并履行本协议项下条款生效所需的其他文件和行动。
- 10.18 各方均不可撤销且无条件地同意，本协议可在符合适用法律的情况下通过附加电子签名的方式执行，且所使用的方法对于文件中所含信息的传递目的而言是可靠和适当的。

11. 管辖法律和处理机制

- 11.1 本协议及各方之间的关系受香港法律的管辖并据香港法律解释。

- 11.2 因本协议或其违约、终止或无效产生或与之有关的任何争议、争端或索赔（「**争议**」）均应根据提交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地为香港，仲裁程序的管辖法律为香港法。应有三（3）名仲裁员，仲裁程序用语为英语。仲裁庭的判定和裁决是终局的，且对各方均具约束力，可在拥有管辖权的任何法院录入并强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

- 12.1 如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可以（基于主权或王权或其他理由）为其自身或其资产、财产或收入主张对以下各项的任何豁免权：诉讼、起诉、程序或其他法律流程（包括仲裁程序），抵销或反诉，任何法院的司法管辖权，送达程序，任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的辅助程序或协助执行，或对任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）提供任何救济或强制执行的其他诉讼、起诉或程序，或如果在任何该等程序中可能有归因于其本身或其资产、财产或收入的任何该等豁免（无论是否主张），则各投资者特此不可撤销且无条件地放弃并同意不就该等程序申请或主张任何该等豁免。

13. 协议副本

- 13.1 本协议一式多份，由各方签署单独副本。每份副本均视为正本，但所有副本共同构成一份相同的法律文书。通过电子邮件附件（PDF）或者传真方式发送本协议已签署副本的签字页，应视为有效的交付方式。

本协议已由各方合法授权代表于本协议开头所载日期签署，**特此证明。**

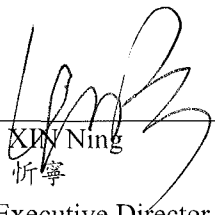
FOR AND ON BEHALF OF:

为及代表

Aux Electric Co., Ltd.

奥克斯电气有限公司

By:



Name: ~~XIN~~ Ning

姓名: 忻宁

Title: Executive Director

职务: 执行董事

为且代表
中邮理财有限责任公司

A handwritten signature in black ink, appearing to read '吴姚东' (Wu Yaodong), is written over a horizontal line.

姓名：吴姚东

职务：公司法人及董事长

FOR AND ON BEHALF OF:

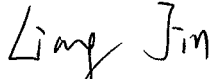
為及代表

CHINA INTERNATIONAL CAPITAL CORPORATION

HONG KONG SECURITIES LIMITED

中國國際金融香港證券有限公司

By:



Name: Jin Liang

姓名：梁錦

Title: Managing Director

職務：董事總經理

附表一
投资者股份

投资者股份数量

投资者股份的数量应等于 (1)相当于 15,000,000 美元的港元（按招股章程所列的港币兑美元收市汇率计算）（不包括投资者将就投资者股份支付的佣金及征费）除以(2)发售价，四舍五入至最接近的 200 股份整笔交易单位数量。

根据上市规则第 18 项应用指引第 4.2 段，上市指南第 4.14 章及联交所授予的豁免（如有），如果香港公开发售出现超额认购，投资者将在本协议项下认购及/或收购的投资者股份数量可能会受到国际配售和香港公开发售之间股份重新分配的影响。如果香港公开发售的股份总需求符合公司最终招股章程「全球发售架构—香港公开发售—重新分配」所载的情况，投资者股份数量可能按比例减少以满足香港公开发售的公众需求。

另外，独家保荐人兼整体协调人和公司可以其唯一及绝对酌情权调整投资者股份数目的分配，从而满足 (i) 上市规则第 8.08(3)条的要求（该条款规定，于上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%）；或 (ii) 上市规则第 8.08(1)条规定的最低公众持股量要求或联交所批准的其他要求。此外，独家保荐人兼整体协调人和公司可以其唯一及绝对酌情权调整投资者股份数目，从而满足上市规则附录 F1（股本证券的配售指引）的要求。

附表二
投资者详情

投资者

注册地：	北京市西城区金融大街 6 号楼 2 层 201、3 层 301、4 层 401、5 层 501、6 层 601
注册证编号：	110102028242815
营业执照号：	91110102MA01PD8J6Q
法人机构识别编码：	91110102MA01PD8J6Q
营业地址、电话号码及联系人：	商业地址：北京市西城区金融大街 6 号楼 A 座 6 层 电话：010-89621763 联系人：许凌达
主营业务：	(一) 面向不特定社会公众公开发行理财产品，对受托的投资者财产进行投资和管理； (二) 面向合格投资者非公开发行理财产品，对受托的投资者财产进行投资和管理； (三) 理财顾问和咨询服务；(四) 经银保监会批准的其他业务。(市场主体依法自主选择经营项目，开展经营活动；依法须经批准的项目，经相关部门批准后依批准的内容开展经营活动；不得从事国家和本市产业政策禁止和限制类项目的经营活动。)
最终控股股东：	中国邮政储蓄银行股份有限公司 股票代码 601658.SH 及 1658.HK
最终控股股东的注册地：	北京市西城区金融大街 3 号
最终控股股东的营业执照号和法人机构识别编码：	9111000071093465XC
最终控股股东的主营业务：	吸收公众存款；发放短期、中期、长期贷款；办理国内外结算；办理票据承兑和贴现；发行金融债券；代理发行、代理兑付、承销政府债券；买卖政府债券、金融债券；从事同业拆借；买卖、代理买卖外汇；从事银行卡业务；提供信用证服务及担保；代理收付款项及代理保险业务；提供保险箱服务；经中国银行业监督管理机构等监管部门批准的其他业务。(市场主体依法自主选择经营项目，开展经营活动；依法须经批准的项目，经相关部门批准后依批准的内容开展经

营活动；不得从事国家和本市产业政策禁止和限制类项目的经营活动。）

股东及股东持有的权益：

中国邮政储蓄银行股份有限公司 100%持股

相关投资者类别（根据要求包含在联交所的 FINI 承配人名单模板中或按 FINI 界面要求须披露的承配人类别）：

基石投资者、全权管理投资组合（定义见《上市规则》附录 F1）

将纳入招股章程中的有关投资者的描述：

PSBC Wealth Management Co., Ltd. (“PSBC Wealth”) was established on December 18, 2019, with a registered capital of RMB8.0 billion, in which Postal Savings Bank of China Co., Ltd. (stock code: 1658) holds a 100% stake and is controlled by China Post Group Corporation Limited, which is controlled by the Ministry of Finance of the State Council. Its business scope is public issuance of wealth management products to the general public, investment and management of entrusted assets for investors; non-public issuance of wealth management products to eligible investors, investment and management of entrusted assets for investors; financial advisory and consulting services, etc. PSBC Wealth remained firmly committed to balanced development of scale, quality and profitability, aimed at fostering core competitiveness, deepened investment analysis, marketing, internal control, operational reforms and digital transformation, and continued to improve the rule-based, specialized and market-oriented development of wealth management business.

For the purpose of the cornerstone investment, PSBC Wealth has engaged GF Securities Asset Management (Guangdong) Co., Ltd, which is a QDII approved by the relevant PRC authorities, to subscribe for the Offer Shares through GFAM Zhongyou No.1 Asset Management Account (QDII), GFAM Zhongyou No.2 Asset Management Account (QDII), GFAM Zhongyou No.3 Asset Management Account (QDII), GFAM Zhongyou No.4 Asset Management Account(QDII), and GFAM Zhongyou No.5 Asset Management Account (QDII) and hold such Offer Shares on behalf of PSBC Wealth.

中邮理财有限责任公司（「中邮理财」）成立于2019年12月18日，注册资本人民币80亿元，由中国邮政储蓄银行股份有限公司（股份代号：1658）100%持股，由中国邮政集团有限公司最终控制，而中国邮政集团有限公司则由国务院财政部控制。中邮理财经营范围：面向不特定社会公众公开发行理财产品，对受托的投资者财产进行投资和管理；面向合格投资者非公开发行理财产品，对受托的投资者财产进行投资和管理；理财顾问和咨询服务等。中邮理财坚持规模、质量、效益均衡发展，以打造核心竞争力为目标，深化投研、营销、内控、运营改革和数字化转型，不断提升理财业务规范化、专业化、市场化发展水平。

就基石投资而言，中邮理财已与经中国有关主管部门批准为 QDII— 广发证券资产管理（广东）有限公司签订了广发资管中邮理财港股策略 1 号单一资产管理计划(QDII)、广发资管中邮理财港股策略 2 号单一资产管理计划(QDII)、广发资管中邮理财港股策略 3 号单一资产管理计划(QDII)、广发资管中邮理财港股策略 4 号单一资产管理计划(QDII)及广发资管中邮理财港股策略 5 号一资产管理计划(QDII)，由该公司代其认购并持有有关发售股份。

附表三
专业投资者认定通知

甲部 – 机构投资者认定通知

1. 因阁下属于证券及期货条例附表一第一部有关“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录三甲部第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录三甲部第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录三丙部本第5段。

基石投资协议

2025 年 8 月 21 日

奥克斯电气有限公司

与

华菱集团（香港）国际贸易有限公司

与

中国国际金融香港证券有限公司

与

东方证券（香港）有限公司

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本协议（本「协议」）于 2025 年 8 月 21 日签订：

- (1) 奥克斯电气有限公司，一家在开曼群岛注册成立的获豁免有限责任公司，其注册办事处地址为 PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands（「公司」）；
 - (2) 华菱集团（香港）国际贸易有限公司，一家于香港注册成立的公司，其注册办事处位于 Rooms 2201-03, 22/F, World-Wide House, 19 Des Voeux Road Central, Hong Kong（「投资者」）；
 - (3) 中国国际金融香港证券有限公司，地址为：香港中环港景街 1 号国际金融中心一期 29 楼（「中金」）；及
 - (4) 东方证券（香港）有限公司，地址：香港中环皇后大道中 100 号 28 楼及 29 楼（「东方证券」）
- （中金称为“独家保荐人”或“独家保荐人兼整体协调人”，及东方证券统称为“整体协调人”。）

鉴于

- (A) 公司已提交以全球发售的方式（「全球发售」）将其股份（定义见下文）在联交所（定义见下文）上市的申请，其中包括：
 - (i) 公司公开发售股份（定义见下文）供香港公众人士认购（「香港公开发售」）；和
 - (ii) 根据美国证券法（定义见下文）S 规例（定义见下文）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）以及根据第 144A 条（定义见下文）或美国证券法项下的任何其他豁免注册条文在美国境内向合格机构投资者（「合格机构投资者」）有条件配售本公司发售股份（「国际发售」）。
- (B) 中金担任全球发售的独家保荐人及独家保荐人兼整体协调人，中金及东方证券担任全球发售的整体协调人。
- (C) 受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。
- (D) 特此拟在双方就条款和条件达成一致意见的前提下，独家保荐人兼整体协调人和其他承销商（将在国际承销协议中列名）将与本公司就国际发售订立承销协议，以（其中包括）有条件地承销本协议项下的投资者将予认购的投资者股份。

各方在此达成如下协议：

1. 定义和解释

- 1.1 在本协议（包括其绪言及附表）中，除非上下文另有要求，下列各词汇、术语和用语具备以下含义：

「联属公司」就特定个人或实体而言，除上下文另有规定外，是指直接或间接通过一个或多个中间机构控制，或受其控制或与指定的个人或实体共同控制的任何个人或实体。为了本定义的目的，「控制」（包括「控制」、「由...控制」

及「与...共同控制」)是指直接或间接拥有指导或引导他人管理和政策方向的权力(无论通过拥有表决权的证券、合同或其他方式);

「会财局」指香港会计及财务汇报局;

「总投资额」指等于发售价乘以投资者股份数目的金额;

「前置批准」具有第 6.2(g)条所赋予的含义;

「联系人/紧密联系人」应具有《上市规则》赋予该术语的定义,及「各联系人/紧密联系人」应据此予以相应解释;

「经纪佣金」指《费用规则》(定义见下文)第 7(1)段的规定按总投资额的 1%计算的经纪佣金;

「营业日」指香港持牌银行一般对香港公众正常营业以及联交所对外进行证券买卖业务的任何日子(星期六、星期日及香港公共假期除外);

「资本市场中介人」指公司为全球发售之目的委任的资本市场中介人,应具有操守准则赋予该术语的定义;

「中央结算系统」指香港中央结算有限公司建立和经营的香港中央结算及交收系统;

「交割」指根据本协议项下条款和条件完成对投资者股份的认购及/或收购;

「操守准则」系指《香港证监会持牌人或注册人操守准则》;

「公司条例」指不时经修订、补充或以其他方式修订的《公司条例》(香港法例第 622 章);

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

「关连人士/核心关连人士」应具有上市规则赋予该术语的定义,及「各关连人士/核心关连人士」应据此予以相应解释;

「关联关系」须具有《中国证监会备案规定》赋予该词的涵义;

「合约(第三者权利)条例」指不时经修订、补充或以其他方式修订的《合约(第三者权利)条例》(香港法例第 623 章);

「控股股东」除上下文另有要求外,须具有上市规则赋予该词的涵义及「各控股股东」应据此予以相应解释;

「中国证监会」指中国证券监督管理委员会,负责监督管理中国全国证券市场的监管机构;

「中国证监会备案规定」指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引,包括其不时进行的修改、补充或其他修改;

「递延交付日期」指在香港公开发售及国际发售的承销协议已订立且已成为无条件及未终止的情况下,整体协调人应根据第 4.3 条通知投资者的较后日期;

「处置」指包括,就任何相关股份,直接或间接地:

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置任何产权负担或同意设置任何产权负担），或者无论直接或间接地并且无论有条件或无条件地就可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何掉期交易或其他安排，将任何所有权的附带利益（包括相关股份的所有权或其任何权益，或相关股份或其他证券的任何经济后果或其任何权益）全部或部分转让给他人；或
- (iii) 直接或间接开展与上述第(i)及(ii)项所描述的任何一项交易具有相同经济效果的任何其他交易；或
- (iv) 同意或披露或缔约或公开宣布有意开展上述第(i)，(ii)及(iii)项所描述的任何交易，无论上述第(i)，(ii)及(iii)项所描述的交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份、以现金或其他方式结算；

「经济制裁法」是指由海外资产控制办公室、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国或任何其他国家经济制裁机构管理的任何经济或金融制裁；

「交易所参与者」具有《上市规则》赋予该词的涵义；

「费用规则」指联交所网站“收费规则”栏目中不时公布的与在联交所上市或将在联交所上市的证券交易有关的上市或发行费、征费、交易费、经纪佣金及其他收费的规则；

「FINI」具有上市规则赋予该词的涵义；

「全球发售」具有绪言(A)所赋予的含义；

「政府机构」是指任何国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家的政府、政府间、监管机构或行政委员会、董事会、团体、部门、机构或代理部门，或任何证券交易所（包括但不限于联交所、证监会和中国证监会）、自律或其他非政府监管机构，或任何法院、司法机构、法庭、仲裁庭或仲裁员；

「集团」指公司及其附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

「港元」指香港法定货币；

「香港」指中国香港特别行政区；

「香港公开发售」具有绪言(A)所赋予的含义；

「受偿方」具有第 6.46.6 条所赋予的含义，及「一方受偿方」按文义应指各方其中任何一方；

「国际配售」具有绪言(A)所赋予的含义；

「国际配售通函」指公司预期向潜在投资者（包括投资者）发出的与国际配售有关的最终发售通函；

「投资者股份」指投资者根据本协议项下条款及条件，按照附表一进行计算，并由公司和独家保荐人兼整体协调人决定，由投资者于国际配售中认购及/或收购的股份数目；

「法律」指所有相关司法管辖区的任何政府机构（包括但不限于联交所、证监会和中国证监会）的所有法律、成文法规、立法、条例、办法、规则、法例、指引、指导、决定、意见、通知、通函、指南、要求、命令、判决、判令或裁定；

「征费」指就总投资额而言 0.0027%的证监会交易征费（或上市日期现行的交易征费），0.00565%的联交所交易费（或上市日期现行的交易费）及 0.00015%的会财局交易征费（或上市日期现行的交易征费）；

「上市日期」指股份首次在联交所主板上市的日期；

「上市指南」指联交所颁发的不时经修订、补充或以其他方式修订的《新上市申请人指南》；

「上市规则」指不时经修订或补充的《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、指引及其他规定；

「禁售期」具有第 5.1 条所赋予的含义；

「海外资产控制办公室」指美国财政部海外资产控制办公室；

「发售价」指将根据全球发售进行发售或出售股份的每股股份的最终港元价格（不包括佣金和征费）；

「整体协调人」具有背景陈述(B)赋予该词的涵义；

「超额配股权」具有国际发售通函赋予该词的涵义；

「各方」指列名的本协议各方及「一方」按文义应指各方其中任何一方；

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

「初步发售通函」指公司将向潜在投资者（包括投资者）发出的与国际配售有关的经不时修订或补充的初步发售通函；

「专业投资者」具有《证券及期货条例》附录 1 第 1 部分所赋予的含义；

「自有投资为基础」指投资者为其自身账户和投资目的而进行的投资，但不作为任何第三方的代理，无论该投资是否为该投资者的任何股东或基金投资者的利益而进行；

「招股章程」指本公司将就香港公开发售发行的最终招股章程；

「公开文件」指公司为国际配售将发出的初步发售通函和国际配售通函，为香港公开发售将在香港发出的招股章程，以及公司就全球发售可能发出的其他文件和公告，上述各项可经不时修改或补充；

「QDII」指经中国证监会许可投资于境外证券市场的中国境内合格机构投资者；

「合格机构投资者」具有绪言(A)所赋予的含义；

「S 规例」指美国证券法 S 规例；

「监管机构」具有第 6.2(i)条所赋予的含义；

「相关股份」指投资者根据本协议认购及/或收购的投资者股份，以及根据任何供货、资本化发行或其他资本重组形式（不论该等交易是否以现金或其他方式结算）由投资者股份派生的公司任何股份或其他证券或权益，以及由此产生的任何利息；

「第 144A 条」指美国证券法第 144A 条；

「受制裁者」是指任何下列的个人、组织或车辆，或由下列人士拥有至少 50% 或以上的权益或受其控制的个人、组织或车辆：

- (a) 被列入海外资产控制办公室、美国国务院管理的名单上的人士，包括但不限于「特别指定国民和被封锁人员名单」，或根据《联合国经济制裁法》发布的任何目标人员名单；
- (b) 属于或隶属于受制裁领土政府；
- (c) 由上述任何一方拥有或控制，或代表上述任何一方行事；
- (d) 位于、组织或居住在受制裁地区，或从受制裁地区开展活动；或
- (e) 以其他方式成为任何经济制裁法律的目标；

「受制裁地区」是指根据经济制裁法受到全面出口、进口、金融或投资禁运的任何国家或其他领土。截至本协议签署之日，包括乌克兰克里米亚地区、自封的顿涅茨克人民共和国、自封的卢甘斯克人民共和国、古巴、伊朗、朝鲜和叙利亚；

「美国证券法」指不时经修订、补充或以其他方式修订的美国 1933 年《证券法》，以及在该法律项下颁布的规则和法规；

「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」指不时经修订、补充或以其他方式修订的《证券及期货条例》（香港法例第 571 章）；

「股份」指公司股本中每股面值为美元 0.000005 的普通股，该类股份将以港元进行买卖并拟议于联交所上市；

「联交所」指香港联合交易所有限公司；

「附属公司」具有公司条例所赋予的定义；

「美国」指美利坚合众国及其领土、领地、美国任何州以及哥伦比亚特区；

「美元」指美国法定货币；

「美国人士」具有 S 规例所赋予的含义；及

「承销商」指香港公开发售的香港承销商和国际配售的国际承销商。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提及「条」、「款」或「附表」均指本协议中的条、款或附表；
- (b) 索引、条款和附表标题仅为方便阅读而设，不得影响对本协议的理解或解释；
- (c) 绪言和附表构成本协议的一部分，并具有同等效力和作用，犹如本协议正文明确所载，以及凡提及本协议应包含绪言和附表；
- (d) 含有单数含义应包括复数含义，反之亦然，及具有一种性别意义的词汇应包括另一种性别的含义；
- (e) 凡提及本协议或其他文件包括本协议或其他文件的任何修订或替换；
- (f) 凡提及一项「法规」或「法定条文」，包括提述：
 - (i) 经不时由任何法规或法定条文合并、修订、补充、修改、重新制定或取代的该法规、条文、条例或规则；
 - (ii) 对其重新制定的任何废除的法规、法定条文、规则或规例（无论是否进行修改）；及
 - (iii) 根据其制定的任何附属立法；
- (g) 「条例」包括一切政府、政府间或超国家的团体、机构、部门或一切监管、自律或其他当局或组织的任何条例、规则、官方指令、意见、通知、通告，命令，要求或准则（不论是否具有法律效力）；
- (h) 凡提及时间及日期，除非特别规定，均分别指香港时间及日期；
- (i) 凡提及「人士」包括提及个人、企业、公司、法人团体、非公司社团或机构、政府、国家或国家机构、联营企业、联合体或合伙（无论是否具有独立法人资格）；
- (j) 凡提及「包括」应解释为包括但不限于；及
- (k) 凡提及有关香港之外其他司法辖区下任何诉讼、救济、措施或司法程序的法律词汇，法律文件、法律状态、法庭、官方或任何法律概念或事物将视为具有该司法辖区下与有关香港法律词汇最相近之含义。

2. 投资

- 2.1 在满足下文第 3 条提及的各条件（或经各方共同豁免，但第 3.1(a)条、第 3.1(b)条、第 3.1(c)条及第 3.1(d)条所载条件不得豁免，且第 3.1(e)条项下的条件仅可由公司、整体协调人及独家保荐人共同豁免）及在本协议其他条款和条件的规限下：

(a) 投资者将认购，公司将发行、分配及发售，且整体协调人将分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）予投资者，投资者将通过整体协调人及/或其附属公司（以相关部分国际配售的国际承销商的国际代表身份）于上市日期按发售价认购的投资者股份并作为国际配售的一部分；及

(b) 投资者将根据第 4.2 条就投资者股份支付总投资额、佣金和征费。

2.2 投资者可选择于不迟于上市日期前三（3）个营业日书面通知公司、整体协调人及独家保荐人，通过投资者的一家全资附属公司认购及/或收购投资者股份，且该全资附属公司是(A)合格机构投资者或(B)(i)非美国人士，且并非为了美国人士或代表美国人士的利益而购买投资者股份；(ii)位于美国境外且(iii)按照美国证券法 S 规例在境外交易中购买投资者股份，前提是：

(a) 投资者应促使该全资附属公司于同日向公司、整体协调人和独家保荐人提供书面确认函（其形式和内容应使公司、整体协调人和独家保荐人满意），表示其同意遵守投资者在本协议中作出的相同协定、声明、保证、承诺、赔偿、同意、契诺、承认和确认，且投资者在本协议中作出的协定、声明、保证、承诺、赔偿、同意、契诺、承认和确认应视为由投资者为其自身和代表该全资附属公司作出；及

(b) 投资者 (i) 向公司、整体协调人及独家保荐人无条件且不可撤销地保证，该全资附属公司会妥善且准时履行其在本协议项下所应遵守的所有的协定、义务、承诺、保证、声明、赔偿、同意、承认、确认及契诺；及 (ii) 承诺按照第 6.5 条的规定，根据受偿方各方的要求，充分有效地给予弥偿及按要求维持弥偿。

本第 2.2 条项下构成了投资者直接、主要且无条件的义务，即按照要求向公司、整体协调人或独家保荐人支付该全资附属公司在本协议项下任何应付款项，且按要求及时履行该全资附属公司在本协议项下的任何义务，而无需公司、整体协调人或独家保荐人先采取针对该全资附属公司或任何其他人士的措施。除非文义另有所指，投资者一词在本协议中应被理解为包含该全资附属公司。

2.3 本公司、独家保荐人兼整体协调人及独家保荐人可按其全权酌情决定，所有或部分投资者股份将根据第 4.3 条于递延交付日期交付。

2.4 公司和独家保荐人兼整体协调人（代表其自身及资本市场中介人和承销商）将以他们商定的方式决定发售价。投资者股份的确切数量将由公司和独家保荐人兼整体协调人根据附表一最终决定，该决定为终局决定且对投资者具有约束力（除非出现明显错误）。

3. 交割前提条件

3.1 投资者在本协议项下根据第 2.1 条认购投资者股份的义务，以及公司和整体协调人根据第 2.1 条发行、分派、配售、分配及/或交付（视情况而定）或促使发行、分派、配售、分配及/或交付（视情况而定）投资者股份的义务，仅取决于各方于交割之时或之前满足或共同豁免（但第 3.1(a)条、第 3.1(b)条、第 3.1(c)条及第 3.1(d)条所载条件不得豁免，且第 3.1(e)条项下所载条件仅可由公司、整体协调人及独家保荐人共同豁免）以下各项条件：

- (a) 香港公开发售承销协议和国际配售承销协议经订立并于不迟于该等承销协议指明的时间和日期（根据彼等各自的原定条款或其后协议各方通过协议豁免或更改的条款）已生效并须无条件履行，且上述承销协议均尚未被终止；
- (b) 发售价已在公司及整体协调人（代表其自身及资本市场中介人和承销商）之间确定；
- (c) 联交所上市委员会已批准股份（包括投资者股份）上市和买卖并授予其他适用豁免和批准，包括与投资者认购投资者股份相关之豁免和批准，且该等批准、同意或豁免在股份于联交所开始买卖之前尚未被撤销；
- (d) 任何政府机构尚未制定或颁布任何法律禁止完成全球发售或本协议项下拟进行的交易，并且具有管辖权的法院未发出任何有效命令或禁制令阻止或禁止该等交易的进行；
- (e) 投资者在本协议项下的各自声明、保证、承诺、承认和确认目前（截至本协议订立日期）并将（截至上市日期及递延交付日期）在所有方面均属准确、真实、完整且无误导性，且投资者并未违反本协议。

3.2 若于本协议日期后一百八十（180）日当日或之前（或公司、投资者、整体协调人和独家保荐人之间可能书面同意的其他日期），第3.1条所载的任何条件未获实现或未被各方豁免（但第3.1(a)条、第3.1(b)条、第3.1(c)条及第3.1(d)条所载条件不得豁免，且第3.1(e)条项下的条件仅可由公司、整体协调人及独家保荐人豁免），投资者购买投资者股份的义务，以及公司和整体协调人发行、分派、配售、分配及/或交付（视情况而定）或促使发行、分派、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，且投资者根据本协议向任何其他方支付的任何款项将由该其他方在不计利息且商业上可行的情况下尽快且不迟于本协议终止后的三十（30）天内归还予投资者，且公司、整体协调人及/或独家保荐人的所有义务及责任应停止并终止，而本协议将予以终止并不具有效力。但根据本第3.2条终止本协议，不得影响任何一方在该等终止之时或之前就本协议所载条款对其他各方的已有权利或责任。为避免疑义，本条款中的任何内容均不得解释为赋予投资者对其违反投资者根据本协议在本第3.2条提及的日期前作出并保持有效的任何声明、保证、承诺、承认及确认予以补救的权利。

3.3 投资者承认无法保证全球发售将会完成或不会延迟或终止或发售价将会在公开文件的指示性范围内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，公司、整体协调人或独家保荐人，或其各自的任何联属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、顾问、代理及代表将不会对投资者承担任何责任。投资者特此放弃，以因全球发售推迟或因任何原因未能按预计的时间及日期完成或根本无法完成为由或发售价不在公开文件规定的价格指导区间内，任何对公司、整体协调人及/或独家保荐人或上述各方的联属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、顾问、代理及代表提出任何申索或诉讼的权利（如有）。

4. 交割

- 4.1 在第 3 条和本第 4 条的规限下，根据国际配售并作为国际配售的一部分，投资者将以发售价认购及/或收购投资者股份，并通过整体协调人（及/或其附属公司）以其作为国际配售相关部分的国际承销商代表的身份进行。据此，投资者股份的认购及/或收购将于国际配售交割之时或者递延交付日期进行，按公司和整体协调人确定的时间和方式交割。

倘若公司、整体协调人和独家保荐人认为公司于上市日无法满足上市规则第 8.08(3)条的要求（条款规定，于上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%），则公司、整体协调人和独家保荐人有权利调整投资者将会认购及/或收购的投资者股份数目的分配，从而满足上市规则第 8.08(3)条。

- 4.2 无论投资者股份的交付时间和方式，投资者应于不迟于上市日期前一(1)个营业日，尽管在适用的情况下，投资者股份的交付可能会在延迟交付日期进行，通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少三（3）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。

- 4.3 倘若整体协调人按其全权酌情决定，所有或任何部分投资者股份于晚于上市日期的日期（「递延交付日期」）交付，在此情况下，整体协调人须(i)于上市日期之前不迟于两（2）个营业日，书面通知投资者将予递延交付的投资者股份数目；以及(ii)不晚于实际递延交付日期的前两（2）个营业日，书面通知投资者递延交付日期，前提是递延交付日期不得晚于超额配股权可行使的最后限期起计三(3)个营业日。公司及整体协调人一旦做出该决定将不可更改且对投资者具有约束力。倘若投资者股份将于递延交付日期交付予投资者，则投资者须按第 4.2 条所指明的方式付款。

- 4.4 在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期或根据第 4.3 条厘定的递延交付日期前三（3）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。

- 4.5 在不损害第 4.3 条规定的原则下，投资者股份的交付亦可以本公司、整体协调人、独家保荐人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期前一(1)个营业日（与交付投资者股份的时间及方式并无关系）。

- 4.6 如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者或其实益拥有人未能遵守其于本协议下的义务而可能针对投资者或其实益拥有人提出的任何申索）。无论何等情况，投资者或其实益拥有人应按照第 6.6 条在税后基础上完全负责承担并向各受偿方

作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。

- 4.7 若出现公司、整体协调人，独家保荐人及/或其各自的联属公司、董事、监事（如适用）、高级管理人员、雇员、顾问、联系人、合伙人、代表或代理（视情况而定）无法控制的情形，包括天灾、洪水、战争（不论宣战或未宣战）、恐怖主义、火灾、骚乱、叛乱、内乱、流行病或严重流行病（包括但不限于禽流感、SARS，H1N1、H5N1，MERS、埃波拉病毒和COVID 19）、疾病的爆发、升级、变异或加重、灾难、危机、经济或全面制裁、公共秩序混乱、爆炸、地震、海啸、火山喷发、敌对行动的爆发或升级（不论宣战或未宣战）、区域、国家或国际紧急状态、经济制裁、政治变化及/或不稳定、政府运作瘫痪、罢工、停工、其他工业行动、电力或其他供应的故障、飞机碰撞、技术故障、意外或机械或电力故障、计算机故障或任何款项传输系统的故障或失败、禁运、劳动争议及任何现有或将来的法律、法令、法规的变更，或任何现有或将来政府活动的变更或类似的情形，从而阻止或延迟其履行本协议项下的义务，则公司、整体协调人和独家保荐人及其各自联属公司、董事、监事（如适用）、高级管理人员、雇员、顾问、联系人、合伙人、顾问、代表或代理均不承担未能或延迟履行本协议项下义务的责任，且在此情况下，公司、整体协调人、独家保荐人及其各自的联属公司、董事、监事（如适用）、高级管理人员、雇员、顾问、联系人、合伙人、顾问、代表或代理均有权立即终止本协议。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者就其自身并代表其全资附属公司（如投资者股份由该全资附属公司持有）同意并向公司、整体协调人及独家保荐人作出契诺和承诺，未经公司、整体协调人及独家保荐人书面同意，自上市日期起（包括上市日期当日）六（6）个月期间（「禁售期」）内任何时间，投资者将不会且将促使其联属公司不会直接或间接：(i)以任何方式处置任何相关股份或处置持有相关股份的任何公司或实体的任何权益，包括任何可转换、可交换、可行使或代表获得任何前述证券的权利的证券；(ii)同意、订立或签订，或公开宣布为处置相关股份的任何意向；(iii)允许其最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iv)直接或间接进行任何与上述交易具有相同经济效果的交易；或(v)同意、订立或订约或公开宣布有意订立上文(i)、(ii)、(iii)及(iv)所述的任何前述交易，而不论上文(i)、(ii)、(iii)及(iv)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式。倘若在禁售期后的任何时间处置任何相关股份，投资者将在拟议处置前立即书面通知本公司、整体协调人和独家保荐人，并将确保(a)有关处置将遵守所有适用法律；(b)投资者将尽其最大努力确保有关处置不会造成股份市场混乱或虚假；(c)未经本公司、整体协调人及独家保荐人书面同意，投资者将不会与直接或间接从事与本公司业务构成竞争或可能构成竞争的业务的人士，或属于该人士的控股公司、附属公司或联系人的任何其他实体进行任何有关交易。

在本条款的规定下，投资者就其自身并代表其全资附属公司（如投资者股份由该全资附属公司持有）与公司、整体协调人和独家保荐人议定、契诺并承诺，在禁售期届满后的任何时间，如投资者或任何其全资附属公司进行任何交易以处置任何相关股份，或同意、订立或签订，或公开宣布进行该等交易的任何意

向，投资者就其自身并代表其全资附属公司应采商业上合理的步骤，确保任何此类出售不会在股份中制造无序或虚假市场，并应遵守所有适用的法律和法规以及所有有管辖权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、公司条例及证券及期货条例。本公司、整体协调人及独家保荐人承认，在本文件规定的禁售期届满后，投资者在符合适用法律的规定下，可自由出售任何有关股份，惟投资者须于出售前书面通知本公司、整体协调人及独家保荐人，并须尽一切合理努力确保任何有关出售不会造成股份市场混乱或虚假，以及在其他方面符合所有适用法律。

5.2 在任何情况下，第 5.1 条所载任何内容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，但：

- (a) 在不少于五（5）个营业日之前向本公司、整体协调人及独家保荐人提供有关该转让的书面通知，且该通知包括该全资附属公司的身份以及本公司、整体协调人及独家保荐人可能要求的并令他们满意的证据，以证明预期受让人为投资者的全资附属公司；
- (b) 于有关转让前，该全资附属公司（向公司、整体协调人及独家保荐人并为其利益以令其满意的条款）作出书面承诺同意，且投资者承诺促使该全资附属公司接受投资者于本协议项下的义务（包括第 5 条中对投资者施加的限制）约束，视同该全资附属公司自身承担该等义务和限制；
- (c) 该全资附属公司应被视为已作出第 6 条所规定的相同赔偿、同意、契诺、承认、声明、承诺、确认及保证；
- (d) 投资者和该投资者全资附属公司就其持有的所有相关股份而言，应被视作投资者，并应共同及各自承担本协议施加的所有义务和责任；
- (e) 若于禁售期届满前任何时间，该全资附属公司不再属于或将不再属于投资者的全资附属公司，其应（且投资者应促使该附属公司应）将其持有的相关股份立即且（在任何情况下于不再属于投资者的全资附属公司之前）完全并有效地转让予投资者或投资者另一家全资附属公司，该全资附属公司应或经投资者督促应（向公司、整体协调人及独家保荐人并为其利益以令其满意的条款）作出书面承诺，同意受投资者于本协议项下义务（包括本第 5 条中对投资者施加的限制）的约束，并作出本协议项下的相同赔偿、同意、契诺、承认、声明、承诺、确认及保证，视同该全资附属公司自身承担该等义务和限制并且应连带承担本协议所施加的全部责任及义务；及
- (f) 该全资附属公司(A)合格机构投资者；(B)(i)不是美国人士，亦非受美国人士委托或为美国人士利益收购相关股份；(ii)位于美国境外；及(iii)根据 S 规例收购离岸交易中的相关股份。

5.3 投资者同意并承诺，除经公司、整体协调人和独家保荐人事先书面同意外，投资者及其联系人于公司全部已发行股本中（直接和间接）持有的总持股量应一直低于公司全部已发行股本的 10%（或者上市规则所不时规定的用于定义「大股东」的其他百分比）且投资者及其紧密联系人（定义见上市规则）于上市日期后十二（12）个月内不会成为上市规则所指的公司的核心关连人士。此外，投资者及其紧密联系人（定义见上市规则）在公司已发行股本总额中的合计

(直接及间接)不应导致持有公司证券的公众人士(根据上市规则的规定及联交所的解释,包括上市规则第 8.08 条)低于上市规则第 8.08 条所规定的百分比或联交所可能批准并适用于公司的其他百分比。投资者同意,如果注意到上述任何情况,尽快书面通知公司、独家保荐人和整体协调人。

- 5.4 投资者同意,投资者持有公司股本为以自有投资为基础,并同意经公司、整体协调人及/或独家保荐人提出合理要求后向公司、整体协调人及独家保荐人提供合理证明,表明投资者持有公司股本是以自有投资为基础。投资者不得,且应促使其控股股东、联系人及其各自实益拥有人不得在全球发售中通过簿记建档程序提出股份(投资者股份除外)申请或买卖指示或在香港公开发售中提出股份申请。
- 5.5 投资者及其联属公司、董事、监事(如适用)、高级管理人员、雇员、员工、联系人、合伙人、顾问、代表或代理与公司、任何其他集团成员或其各自联属公司、董事、监事(如适用)、高级管理人员、雇员、员工、联系人、合伙人、顾问、代表或代理,未曾接受或签订,且不得接受或签订不符合或违反上市规则(包括但不限于上市规则附录 F1(《股本证券的配售指引》)及上市指南第 4.15 章(不时更新或修订)或由香港监管机构颁布的书面指引)的任何安排或协议(包括任何补充条款)。投资者将对其各自以及其各自的任何联属公司、高级管理人员、董事、监事(如适用)、雇员、员工、联系人、合伙人、顾问、代理及代表违反本第 5.5 条的任何行为负责。

6. 确认、声明、承诺和保证

- 6.1 投资者向公司、整体协调人及独家保荐人声明、保证、承诺、承认、同意和确认:

- (a) 公司、整体协调人、独家保荐人分别及其各自的联属公司、董事、监事(如适用)、高级管理人员、雇员、员工、代理、顾问、联系人、合伙人及代表未作出任何声明、保证或者承诺或担保,全球发售将(于任何特定期限内)进行或完成或发售价将在公开文件规定的价格指导区间内,并且倘若全球发售因任何原因延迟、未能进行或完成,或若发售价不在公开文件规定的价格指导区间内,上述人士概不对投资者承担任何形式的责任;投资者特此放弃任何权利(如有),以全球发售被推迟或由于任何原因未按预计日期和时间完成或根本未完成,或者以发售价不在公开文件规定的价格指导区间内为由,针对公司、整体协调人和独家保荐人及其各自的联属公司提起任何权利主张或诉讼;
- (b) 公开文件和全球发售的其他销售和路演材料须披露本协议及投资者背景资料以及本协议项下拟交易双方之间的关系和安排,而公开文件和有关其他销售和路演材料和公告将提述投资者。针对全球发售或在其他情况下根据公司(清盘及杂项条文)条例和上市规则,本协议将尤其作为一份重大合约,并须送交香港监管机构存档并可供展示。在这方面,投资者将向独家保荐人兼整体协调人和独家保荐人提供为促进独家保荐人兼整体协调人和独家保荐人履行其在上市规则和操守准则项下的义务和责任(包括对投资者进行尽职调查)所需的所有信息;
- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他监管机构在必要的情况下共享,并将纳

入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具有误导性；

- (d) 投资者确认及同意在相关法律、法规及规章所规定及/或政府机构要求下，本公司、整体协调人及独家保荐人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交其根据本协议认购或购买股份或以其他方式参与配售的资料；
- (e) 发售价将仅根据公司及独家保荐人兼整体协调人（代表其自身及资本市场中介人和承销商）基于全球发售的条款和条件予以确定，且投资者将无权对此提出任何反对意见；
- (f) 投资者股份将由投资者通过整体协调人及/或其联属公司以国际配售之国际承销商的国际代表的身份认购及/或收购；
- (g) 投资者将接受受限于公司组织章程大纲及其细则或公司其他组织或章程文件或适用法律及本协议项下条款及条件的投资者股份；
- (h) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；
- (i) 投资者股份的数量可能会受到上市规则第 18 项应用指引、上市指南第 4.14 章的要求或联交所不时批准且适用于公司的其他该等比例的影响，而在国际配售和香港公开发售之间重新分配；
- (j) 公司、独家保荐人兼整体协调人及独家保荐人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股份百分比不得超过 50%，及(ii)上市规则第 8.08(1)条或联交所批准的最低公众持股量要求；
- (k) 在本协议签订时或其前后或在此后但在国际配售交割前的任何时候，公司、整体协调人及/或独家保荐人与一名或多名其他投资者已订立或可能及/或建议订立类似的投资协议，作为国际配售的一部分；
- (l) 公司、整体协调人、独家保荐人或其各自的联属公司、代理、董事、监事（如适用）、雇员、合伙人、代表、员工或参与全球发售的任何其他方均不对收购投资者股份或与投资者股份的任何交易相关的税务、法律、货币、经济或其他后果承担任何责任；
- (m) 投资者股份尚未且不会根据美国证券法或美国任何州或其他司法管辖区的证券法规予以登记且不得被发售、转售、质押或以其他方式在美国直接或间接向美国人士或以任何美国人士之名义或为其利益转让，除非根据有效的登记声明或豁免于美国证券法或其他适用的美国州级证券法律的登记要求或交易无需遵守美国证券法或其他适用的美国州级证券法律的登记要求，也不得在任何其他司法管辖区或者以该等其他司法管辖区的任何人的名义或为其利益而进行转让，除非获得该等其他司法管辖区的适用法律许可；

- (n) 如投资者根据美国证券法第 144A 条购买投资者股份，投资者股份将构成证券法第 144 条规定的「受限制证券」；
- (o) 其理解并同意投资者股份的转让仅可(A)根据第 144A 条或美国证券法项下的其他可享有的豁免在美国境内进行；或(B)根据 S 规例，在美国境外在「境外交易」（定义见 S 规例）中进行，且均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (p) 投资者理解，公司、整体协调人、独家保荐人或任何国际配售的国际承销商或其各自的附属公司、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、代理、顾问、联系人、合伙人及代表，针对美国证券法项下第 144A 条或者其他任何豁免规定是否适用于其后再发售、转售、抵押或转让投资者股份，概无发表任何声明；
- (q) 公司尚未且不会根据经修订的 1940 年美国投资公司法注册为 1940 年美国投资公司法定义的投资公司；
- (r) 除第 5.2 条规定外，在附属公司持有任何投资者股份的情况下，只要该附属公司在禁售期内持续持有任何投资者股份，则投资者需要促使该附属公司保持投资者的全资附属公司的身份（直接或间接）并继续坚持遵守本协议项下条款及条件；
- (s) 投资者已收到（及日后可能收到）的资料可能构成有关投资者投资（或持有）投资者股份的重大非公开信息及/或内幕消息（如证券及期货条例所界定），且其将 (i) 除了出于评价其于投资者股份之投资的惟一目的或据法律要求而基于严格须知的标准向其联属公司、附属公司、董事、监事（如适用）、高级管理人员、雇员、顾问、员工、联系人、合伙人、代理及代表（「**授权接收者**」）之外，其不会向其他人披露该等信息，直至这些信息成为公开信息（非因投资者或其任何授权接收者过错的情况下）；(ii) 且投资者尽其最大努力确保其授权接收者（即根据本 6.1(r) 条向其披露该等信息的人士），除却基于严格须知的标准向其他授权接收者披露以外，不会向其他任何人披露该等信息；及 (iii) 不会且将确保其授权接收者（即根据本 6.2(r) 条向其披露该等信息的人士）不会，以可能违反有关该交易的美国、香港、中国或者任何其他适用司法管辖区证券法规（包括内幕交易规定）的方式直接或者间接购买、销售或交易或以其他方式买卖公司或其联属公司或联系人的股份或者其他证券或衍生品；
- (t) 本协议、招股章程初稿及初步发售通函初稿所载的以保密方式提供予投资者及/或其代表的信息以及可能已经以保密方式提供予投资者及/或其代表的任何其他材料（无论口头或书面）不得复制、披露、发送或传播给任何其他人，且据此提供的信息和材料可能会变动、更新、修订及完成，且投资者不应依赖该等材料确定是否投资于投资者股份。为避免疑义：
- (1) 招股章程初稿、初步发售通函初稿或可能已提供予投资者及/或其代表的任何其他资料，在禁止该等要约、招揽或销售的司法管辖区内，均不构成收购、购买或认购任何证券的邀请或要约或招揽，以及招股章程初稿或初步发售通函

初稿所载任何内容或提供予投资者及/或其代表的任何其他材料（无论口头或书面）均不构成任何性质合约或承诺的依据；

- (2) 不得基于初步发售通函初稿或招股章程初稿或可能已提供予投资者及/或其代表的任何其他材料（无论口头或书面）作出或接收有关认购、收购或购买任何股份或其他证券的要约或邀请；及
 - (3) 初步发售通函初稿或招股章程初稿或任何其他可能已提供（无论以书面或口头方式）给投资者的任何其他资料，可能须在订立本协议后进一步修订，且投资者不应依赖该等资料决定是否投资于投资者股份，且投资者在此同意该等修订（如有）并放弃其有关修订（如有）的权利；
- (u) 本协议共同或分别均不构成在美国或者任何其他认定该等要约或招揽为非法的司法管辖区作出的证券销售的要约或招揽购买或收购任何股份或证券的要约；
- (v) 其已获提供其认为评估购买及/或认购投资者股份之利益和风险的所有必要或需要的资料，并且已获得提问机会并得到了公司、整体协调人或独家保荐人关于公司、投资者股份或其认为评估购买及/或认购投资者股份之利益和风险的所有必要或需要的其他有关事项的答复，而且公司已向投资者或其代理提供了投资者或其代表要求的、与投资于投资者股份有关的所有文件和信息；
- (w) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及/或独家保荐人（包括其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、整体协调人、独家保荐人及其各自的董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和联属人士现时或将来概不因投资者或其各自的董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；
- (x) 任何整体协调人、独家保荐人、资本市场中介人、其他承销商及其各自的董事、监事（如适用）、高级管理人员、雇员、员工、附属公司、代理、联系人、联属公司、代表、合伙人及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其附属公司业务、研发、

经营、前景、财务或其他方面的状况，或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；且除最终国际配售通函规定者外，公司及其董事、高级管理人员、雇员、员工、附属公司、代理、联系人、联属公司、代表及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其附属公司业务、研发、经营、前景、财务或其他方面的状况或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；

- (y) 如投资者为或（直接或间接）将为相关股份实益拥有人或公司招股章程显示投资者为相关股份实益拥有人，其在（直接或间接）处置该任何相关股份时，将遵守本协议、上市规则或任何适用法律项下不时适用的所有限制（如有）；
- (z) 其已就公司及投资者股份及本协议中的投资者股份认购条款自行作出调查，并就有关投资者股份的投资及其对投资者的合适性取得其认为必要或适当或其他满足其自身（包括税务、监管、财务、会计、法律、货币、其他经济考量因素和其他方面）考虑的（包括税务、监管、财务、会计、法律、货币和其他方面）独立意见，并尚未依赖且将无权依赖由或代表公司或任何整体协调人、独家保荐人、资本市场中介人或承销商获得或进行（视情况而定）的任何（包括税务、监管、财务、会计、法律、货币和其他方面的）意见、尽职调查审查或调查或其他建议或支持，并且公司、整体协调人、独家保荐人、资本市场中介人、承销商或其各自的联系人、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、合伙人、代理、顾问或代表，或全球发售涉及的任何其他方，对投资者股份认购的或关于投资者股份买卖的任何税务、监管、财务、会计、法律、货币或其他后果，概不承担任何责任；
- (aa) 投资者理解目前就投资者股份并无公开市场存在且公司、整体协调人、独家保荐人或其各自的附属公司、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、代理、顾问、联系人、合伙人及代表或全球发售涉及的任何其他方不保证将会有投资者股份的公开或活跃市场存在；
- (bb) 若全球发售因任何原因被延期、终止或未能完成，公司、整体协调人、独家保荐人或者其各自的任何联系人、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理或代表对投资者或其附属公司概不承担任何责任；
- (cc) 公司和独家保荐人兼整体协调人将有绝对酌情权去改变或调整：(i)全球发售项下发行的股份数量；(ii)香港公开发售及国际配售项下各自的股份数量；及(iii)在联交所批准及符合适用法律的情况下，对发售股份数目、发售价范围及最终发售价作出其他调整或重新分配；
- (dd) 投资者已同意，于不晚于上市日期前一(1)个营业日之前全数支付总投资额及相关佣金和征费；
- (ee) 除本协议及投资者在投资者认购投资者股份的过程中订立的保密协议外，投资者与公司、公司的任何股东、独家保荐人及/或整体协调人之间没有就全球发售达成任何其他协议；

- (ff) 投资者未基于如下原因收购投资者股份，且投资者或任何其联属公司或任何代其行事之人未曾且将来亦不会就投资者股份从事(i)任何定向销售活动（定义见 S 规例），或(ii)任何关于股份的一般招揽或一般广告（定义见美国证券法 D 条例 502(c)规则）的任何方式，或(iii)以任何方式涉及公开发售（定义见美国证券法第 4(2)条）；
- (gg) 股票的任何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》及任何主管证券交易所的任何其他适用法律对股票交易的限制；以及
- (hh) 公司将不会承认任何非按照本协议限制就相关股份进行的发售、出售、质押或其它转让。

6.2 投资者进一步向公司、整体协调人及独家保荐人作出以下承认、声明、保证和承诺：

- (a) 其已根据其注册成立地的法律合法注册成立，并有效存续且信誉良好，并无破产、清算或清盘之申请、命令或生效的决议；
- (b) 其具备接收及使用本协议项下的信息（包括本协议、招股章程草稿及初步发售通函草稿）的资格，并且不会违反适用于该等投资者的法律或被要求于该等投资者所在的司法辖区注册或持有牌照；
- (c) 其具备拥有、使用、租赁及经营其资产并开展其当前所开展业务的合法权利及授权；
- (d) 其拥有签署和交付本协议，订立和执行本协议项下交易并履行本协议项下所有义务要求的全部权力、授权和能力，并已采取一切行动（包括获得所有任何政府和监管机构或第三方的必要同意、批准和授权），因此，其履行本协议下的义务不受限于任何政府和监管机构或第三方的同意、批准和授权，第 3.1 条中载列的条件除外；
- (e) 本协议已经由投资者正式授权、执行和交付，并构成根据本协议条款可对投资者强制执行的合法、有效和具有约束力的义务；
- (f) 其已采取，及在本协议期间将采取所有必要行动，履行其在本协议项下的义务并使本协议和本协议项下拟进行的交易生效，并遵守所有相关法律和法规；
- (g) 根据适用于投资者的任何相关法律以及投资者在本协议项下认购投资者股份方面需要获得的所有同意、批准、授权、许可和注册（「前置批准」）均已获得且具有完全效力且并未失效、被撤销、撤回或搁置。所有前置批准均不受任何未满足或履行的先决条件约束，投资者亦不知悉存在可能导致批准无效、被撤销、被撤回或取消的任何事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再具有充分效力、失效、被撤销、撤回或搁置，其将立即通知公司、整体协调人和独家保荐人；
- (h) 投资者签署及交付本协议、投资者履行本协议、投资者股份的认购或收购（视情况而定）以及接受交付投资者股份不会违反或导致投资者违反：
(i)投资者的公司组织章程大纲及其细则或其他组织或章程文件；(ii)投资者就本协议项下拟进行的交易须遵守的任何司法管辖区的法律或就认购

或收购（视情况而定）投资者股份在其他情况下可能对投资者适用的法律；(iii) 对投资者具有约束力的任何协议或其他文件；或(iv)对该投资者有管辖权的任何政府机构的判决、命令或判令；

- (i) 其已遵守且将遵守所有与认购及/或收购（视情况而定）投资者股份有关的具有管辖权地区的所有适用法律，包括直接或间接通过公司、整体协调人及/或独家保荐人，按联交所、证监会、中国证监会及其他政府、公共、货币或监管机构或部门和证券交易所（「**监管机构**」）的要求及时间范围内，向该等监管机构提供或促成或促使提供相关信息并接受且同意披露在各种情况下适用法律可能要求或任何监管机构不时要求的该等信息（包括但不限于(i)投资者及其最终实益拥有人（如有）及/或最终负责提供有关投资者股份的认购或收购指示的人士的身份信息（包括但不限于其等各自的姓名及注册成立地点）；(ii)据此拟进行的交易（包括但不限于认购或购买投资者股份的详情、总投资额及本协议下禁售期）；(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（包括但不限于认购人及其最终实益拥有人以及该掉期安排或其他金融或投资产品提供商的身份信息）；及/或(iv)投资者或其实益拥有人（如有）及联系人¹与公司及其任何股东之间的任何关连关系）（统称「**投资者相关信息**」））。投资者进一步授权公司、整体协调人、独家保荐人或其各自联系人、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代理或代表按监管机构的要求向监管机构披露和/或根据上市规则或适用法律的要求，或应任何有关监管机构的要求，在任何公开文件或其他公告或文件中披露投资者相关信息或任何有关本协议项下交易的任何信息；
- (j) 投资者各自在金融和业务方面拥有下列相关知识和经验：(i)其能够评估对投资者股份的潜在投资的利益和风险；(ii)其能够承担该投资的经济风险，包括其对投资者股份投资造成的全盘损失；(iii)其已收到其认为对决定是否投资于投资者股份而言必要或适当的全部资料；及(iv)其在与投资类似发展阶段的公司的证券交易方面拥有丰富经验；
- (k) 其常规业务为买卖股份或债券，或其为专业投资者，并且在后一情形下，其已阅读并理解本协议附表三中载明的专业投资者认定通知（「**专业投资者认定通知**」）并且就购买本协议下投资者股份的事宜，确认并接受专业投资者认定通知（就专业投资者认定通知而言，其中凡提及「**阁下**」及「**阁下的**」之处，指投资者及有关投资者且/或具有投资者及有关投资者的效果，凡提及「**我们**」及「**我们的**」之处，指整体协调人、资本市场中介人和承销商及/或其联属公司且/或具有整体协调人、资本市场中介人和承销商的效果），且通过签订本协议，就协议包含的交易而言，其并非任何整体协调人、独家保荐人、资本市场中介人或承销商的客户；
- (l) 投资者基于专有投资以其自己名义认购及/或收购投资者股份，作投资目的，而非旨在分派由其根据本协议认购及/或收购的任何投资者股份，该投资者无权提名任何人成为公司的董事或高级管理人员；

- (m) (i)如果认购或收购投资者股份发生在美国，他们其中的一方为合格机构投资者；或(ii)如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的「境外交易」实施且其不是美国人士；
- (n) 投资者认购及/或收购投资者股份的交易根据美国证券法豁免或无须遵守注册要求；
- (o) 投资者及投资者的实益拥有人及/或联系人，以及投资者购买投资者股份的受益人（如有）及/或其联系人(i)为独立于公司的第三方；(ii)非为公司的关连人士（定义见上市规则）或其联系人，且认购及/或收购投资者股份不应且将不会构成一项「**关连交易**」（定义见上市规则）且亦不会导致投资者或其实益拥有人成为公司的一名关连人士（定义见上市规则），无论投资者与可能签订（或已签订）本协议所述的任何其他协议的任何其他方之间存有任何关系，并紧随交割后就公司控制权将独立于任何关连人士且不与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议规定的所有义务的财务能力；(iv)未直接或间接接受公司、公司董事，或最高行政人员、现有股东或附属公司，或他们各自的紧密联系人（定义见上市规则）或公司任何核心关连人士（定义见上市规则）或其联系人的资助、资金或支持，其就公司证券的收购、出售、投票或任何其他处置并非惯常接受且并未接受任何公司、公司董事、最高行政人员、现有股东或附属公司，或他们各自的紧密联系人（定义见上市规则）或公司任何核心关连人士（定义见上市规则）的指示；(v)非为上市规则附录 F1（《股本证券的配售指引》）第 5 段所述的任何一类人士；及(vi)与公司或其任何股东没有关联关系，除非以书面形式向公司、独家保荐人和整体协调人另行披露；
- (p) 投资者、其实益拥有人及/或其联系人，以及投资者以其账户购买投资者股份的人（如有）及/或其联系人均非任何全球发售的整体协调人、独家保荐人、账簿管理人、牵头经办人、参与全球发售的承销商、牵头经纪商或任何全球发售分销商的「**关连客户**」。「**关连客户**」、「**牵头经纪商**」和「**分销商**」均具有上市规则附录 F1（《股本证券的配售指引》）所赋予的含义；
- (q) 投资者账户并非由相关交易所参与者（定义见上市规则）按照全权委托管理投资组合协议管理。「**全权委托管理投资组合**」一词应具有上市规则附录 F1（《股本证券的配售指引》）所赋予的含义；
- (r) 投资者、投资者的实益拥有人或其各自的联系人均非公司董事（包括过去 12 个月内担任董事）、监事（如适用）或公司现有股东或其联系人或上述任何人士的提名人，联交所豁免或同意的除外；
- (s) 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)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「**基石投资者**」除外）；或(b)按上市规则（包括但不限于第 12.08A 条）规定须在公司配发结果公告中识别的任何承配人组别；

- (t) 投资者尚未与且将不会与任何「分销商」（定义见 S 规例）就分销股份订立任何合约安排，除非与其联属公司订立合约，或事先获得公司书面同意；
- (u) 投资者董事、高级职员、雇员或代理均非受制裁者；
- (v) 投资者股份的认购及/或收购将遵守上市规则附录 F1（《股本证券的配售指引》）、上市指南第 4.15 章以及上市规则的任何其他有关规定以及证监会和联交所发出的所有相关指引以及有关政府机构发出的所有适用法律和法规（不时更新或修订），且不会存在任何会导致公司、独家保荐人及/或整体协调人违反该等条文的行为；
- (w) 投资者或其任何、联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、联系人、顾问、合伙人、代理或代表，均未通过补充条款或以其他方式接受公司、任何集团成员或其各自的联属公司、董事、监事（如适用）、高级管理人员、雇员、代理或代表在全球发售中提供的任何直接或间接利益或者签订关于上述事项的任何协议或安排，或者以其他方式从事不符合或违反上市指南第 4.15 章（不时更新或修订）的任何行为或活动；
- (x) 投资者、其实益拥有人及/或联系人均不可使用由公司及其附属公司及关连人士、整体协调人或独家保荐人、资本市场中介人或承销商中的任何一位（直接或间接）进行的融资认购及/或收购本协议项下的投资者股份；投资者及其各个联系人（如有）独立于且与已参与或将参与全球发售的其他投资者及其任何联系人均无关联；
- (y) 除本协议规定的情况外，投资者尚未与任何政府机构或任何第三方就任何投资者股份达成任何安排、协议或承诺；
- (z) 除先前向本公司、独家保荐人及整体协调人书面披露外，投资者、其实益拥有人及/或联系人概无已经订立或将会订立涉及投资者股份的任何掉期安排或其他金融或投资产品；
- (aa) 投资者或其附属公司、董事、监事（如适用）、高级管理人员、雇员或代理与公司或集团任何成员公司或其各自的联属公司、董事、高级管理人员、监事（如适用）、雇员或代理并无订立或将订立任何协议或安排，包括与上市规则不符的任何附带函件（包括上市指南第 4.15 章）；
- (bb) 投资者将以其自有资金认购投资者股份。投资者应保证其资金来源合法合规，若资金来源信息失实，本公司、独家保荐人及整体协调人有权终止本协议并要求因此造成的损失赔偿；
- (cc) 除先前向公司、独家保荐人及整体协调人披露的情况外，投资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的掉期安排或其他金融或投资产品；
- (dd) 除根据本协议及/依据上市指南第 4.15 章外，投资者或其任何紧密联系人均未且无意就全球发售项下的任何股份提出申请或通过累计投标询价程序下订单；及

(ee) 投资者及其紧密联系人（定义见上市规则）于公司全部已发行股本中持有的总持股量（直接或间接）不得导致公众人士（定义见上市规则）持有公司的总证券量低于上市规则要求的比例或联交所批准的其他比例。

- 6.3 投资者向公司、整体协调人及独家保荐人声明与保证，附表三所载有关其自身及其作为一家成员公司的集团公司的说明及向监管机构及/或本公司、独家保荐人及整体协调人及彼等各自的联属公司提供及/或应彼等要求提供的所有投资者相关信息在所有方面均属真实、完整、准确并不存在误导。受限于第 6.1(b) 条规定，投资者不可撤销地同意将其名称和本协议（包括附表三所载）的全部或部分说明提及并载入全球发售的公开文件、销售及路演材料，及（只要公司、整体协调人及独家保荐人全权认为需要）由公司、整体协调人及/或独家保荐人可能发布或代表其发布的该类其他公告或展示材料。投资者承诺尽快提供与其本身、其所有权（包括最终实益所有权）、其与公司的关系及/或公司、整体协调人或独家保荐人可能合理要求的有关的其他资料及/或证明文件，以确保其遵守适用法律及/或公司或证券登记及/或主管的监管机构（包括联交所、证监会及中国证监会）的要求。
- 6.4 投资者在此同意，在审查公开文件初稿及不时提供给投资者的关于全球发售的其他销售材料中对其自身及其作为一家成员公司的集团公司的说明，并根据投资者合理要求（如有）加以修改之后，投资者应被视为保证对其自身与其作为一家成员公司的公司集团的相关说明在所有方面均属真实、准确、完整且不存在误导性或欺骗性。
- 6.5 投资者理解，第 6.1 和 6.2 条中的保证、承诺、声明、同意、确认及承认应根据（其中包括）香港法律及美国证券法的要求作出。投资者确认，公司、整体协调人、独家保荐人、资本市场中介人、承销商及其各自的附属公司、代理、联属公司和顾问、以及其他人士将依赖第 6.1 和 6.2 条所载的投资者保证、承诺、声明、同意、确认及承认的真实性、完整性和准确性，且其同意，若第 6.1 和 6.2 条中的任何保证、承诺、声明、同意、确认及承认在任何方面不再准确或完整或存在误导，将立即书面通知公司、整体协调人和独家保荐人，且届时公司和整体协调人有权终止本协议并不完成本协议项下的交易。
- 6.6 对于可能以任何方式对任何受偿方提出或提起的与投资者股份认购、投资者股份或本协议有关的（包括由投资者或投资者的全资附属公司（如投资者股份将由该等全资附属公司持有）或其高级管理人员、董事、监事（如适用）、雇员、员工、联属公司、代理、代表、联系人、顾问、或合伙人违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌的作为或不作为）任何及全部损失、成本、开支、费用、申索、行动、责任、法律程序或损害赔偿以及受偿方可能就因前述各项提起的或由前述各项引起的与之有关的任何申索、行动或法律程序或在该等申索、行动或法律程序的争议或抗辩中蒙受或招致的任何及所有成本、费用、损失或开支，投资者同意并承诺投资者将按要求向公司、整体协调人、独家保荐人、资本市场中介人及承销商，各自为其自身以及受托为其各自的联属公司，任何在美国证券法意义上对其有控制权的人，及其各自的高级管理人、董事、监事（如适用）、雇员、员工、联系人、合伙人、顾问、代理和代表（合称为「受偿方」）作出全额及有效的赔偿，并保证他们不承担任何责任（按照税后标准）。

- 6.7 投资者根据第 6.1 条、第 6.2 条、第 6.3 条、第 6.5 条及第 6.6 条（视情况而定）作出的承认、确认、声明、保证和承诺应被理解为单独的承认、确认、声明、保证或承诺，且应被视为于上市日期或者递延交付日期（如适用）重复作出，且应当在本协议签署和履行以及全球发售完成后继续有效。
- 6.8 公司声明、保证并承诺：
- (a) 公司是按照其成立地法律正式成立和有效存续的企业；
 - (b) 公司拥有充分权力、授权和能力订立本协议和履行其于本协议项下的义务，并已采取所需的一切行动；
 - (c) 受限于第 4.2 条规定的付款及第 5.1 条规定的禁售期，当投资者股份根据第 4 条交付予投资者时应为全额缴足股款、自由转让并不设有任何购股权、留置、押记、按揭、抵押、申索、衡平权益、产权负担和其他第三方权利，并与当时发行和将于联交所上市的股份享有同等权益；
 - (d) 公司、其控股股东、任何集团成员及其各自的联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代表、联系人、合伙人和代理并非与投资者或其联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代表、联系人、合伙人或代理订立任何协议或安排，包括任何不符合上市规则（包括上市指南第 4.15 章（不时更新或修订）的补充条款；及
 - (e) 除本协议规定外，公司或集团任何成员公司或其各自的任何联属公司、董事、监事（如适用）、高级管理人员、雇员、员工、顾问、代表、联系人、合伙人或代理均未就任何投资者股份与任何政府机构或任何第三方达成任何安排、协议或承诺。
- 6.9 公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的股份的其他投资者相同的权利。
- 7. 终止**
- 7.1 本协议可在下列情况下终止：
- (a) 根据第 3.2 或 4.6 或 4.7 或 6.5 条终止本协议；
 - (b) 如投资者或投资者的全资附属公司（根据上述第 2.2 条规定的通过全资附属公司认购投资者股份情形下或根据上述第 5.2 条规定的投资者股份转让情形下）在国际配售交割之日或递延交付日期（如适用）当日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的声明、保证、承诺和确认），仅公司或整体协调人和独家保荐人可终止本协议（尽管有任何与本协议相反的规定）；或
 - (c) 经所有各方书面同意终止本协议。
- 7.2 在不影响第 7.3 条的情况下，如本协议按照第 7.1 条终止，各方无义务继续履行其各自在本协议项下的义务，且在不影响在该终止时或之前任何一方就本协议项下条款已对其他方产生的权利或责任的情况下，各方在本协议项下的权利和责任（第 8.1、8.2、10、11 及 12 条规定的权利和责任除外）应终止，任何一方不得向任何其他各方提出任何申索。

7.3 尽管有前述规定，第 6.6 条在本协议终止后将持续有效。即使本协议终止，投资者在本协议中约定作出的赔偿应继续有效

8. 公布和保密

8.1 除本协议及投资者签订的保密协议（如有）另有规定外，未经其他各方事先书面同意，任何一方均不得披露与本协议、本协议项下拟进行的交易或涉及公司、整体协调人、独家保荐人和投资者的任何其他安排有关的资料。但是，尽管有上述规定，任何一方可在下列情况下就本协议作出披露：

- (a) 本协议可向联交所、证监会、中国证监会及/或对公司、整体协调人及/或独家保荐人有监管权的任何其他监管机构披露，投资者背景以及公司和投资者之间的关系可在公司将发出的公开文件以及公司、整体协调人及/或独家保荐人就全球发售将发出的销售、路演材料及其他公告中说明；
- (b) 本协议可向各方的法律和财务顾问、审计师、其它顾问、联属公司、联系人、董事、监事（如适用）、高级管理人员及相关雇员、代表及代理披露，但仅限于上述人员需要知道的范围内，但该方应 (i) 促使其该等法律、财务及其他顾问、联属公司、联系人、董事、监事（如适用）、高级管理人员及相关雇员、代表及代理均获悉并遵守本协议所载的所有保密义务；及 (ii) 就其该等法律、财务及其他顾问、联属公司、联系人、董事、监事（如适用）、高级管理人员及相关雇员、代表及代理违反保密义务而承担责任；及
- (c) 任何一方按任何适用法律、对该方有管辖权的任何政府机构或组织（包括联交所、证监会及中国证监会）、证券交易所规则（包括根据公司（清盘及杂项条文）条例和上市规则将本协议作为重大合约送交香港公司注册处登记并可供展示）或任何主管政府机构的任何具有约束力的判决、命令或要求的规定可以其他方式作出披露。

8.2 投资者不得就本协议或任何本协议相关事宜作出其他提及或披露，除非投资者已就该等披露的原则、形式及内容事先征求公司、整体协调人及独家保荐人的事先书面同意。

8.3 公司应尽合理努力于发布前提供任何在公开文件中有关本协议、公司和投资者之间的关系和关于投资者的基本背景资料，供投资者审阅。投资者均应配合公司、整体协调人及独家保荐人，以确保该等公开文件提及的内容系属真实、完整、准确且不存在误导性或欺骗性，且没有在公开文件中省略重要信息，并及时向公司、整体协调人和独家保荐人及其各自的律师提出意见并提供验证文件。

8.4 投资者承诺，就第 8.1 条所述任何披露的准备，及时提供合理所需的全部协助（包括提供公司、整体协调人或独家保荐人合理要求的与其本身、其背景资料、其与公司的关系、其所有权（包括最终实益所有权及与公司的关系），及/或在其他方面与本协议提及事项相关的进一步信息及/或支持文件），以 (i) 在本协议日期后更新公开文件中的有关投资者的描述并验证该等提及内容；并 (ii) 使公司、独家保荐人及/或整体协调人遵守适用的公司或证券登记规定及/或主管监管机构（包括联交所、证监会及中国证监会）提出的要求。

9. 通知

- 9.1 所有本协议项下的通知均应以英文或中文书面形式作出，并以第 9.2 条规定的方式送达至以下地址：

若送达公司：

地址：中国浙江省宁波市鄞州区姜山镇明光北路 1166 号
邮件：zhaonanyan@mail.aux-home.com
收件人：赵南燕女士

若送达投资者：

地址：中国湖南省长沙市天心区湘府西路 222 号
邮件：lidong@chinavalin.com
收件人：李栋先生

若送达中金：

地址：香港中环港景街 1 号国际金融中心一期 29 楼
传真：+852 2872 2100
邮箱：ib_dqh@cicc.com.cn
收件人：Project Aux Deal Team

若送达东方证券：

地址：香港中环皇后大道中 100 号 28 楼及 29 楼
传真：+852 2259 9211
邮箱：project.DQH@dfzq.com.hk
收件人：Remy Xu

- 9.2 本协议项下的任何通知均应由专人送递或电子邮件或传真或邮寄（预付邮资）形式发送。任何通知通过专人送递的，视为在交付时送达；以电子邮件形式发送的，则为发送时间后（将根据发件人发送电子邮件的设备上的记录，无论该电子邮件是否被确认收件，除非发件人收到电子邮件被自动回复显示该电子邮件未被递送）；以传真形式发送的，视为在收到传送确认书时送达；以预付邮资邮寄方式寄送的，在无证据表明提早收到时，视为在寄出后四十八（48）小时（若为航空邮寄则寄出后六（6）天）送达。任何在非营业日送达的通知应视为在该日期之后的下一个营业日送达。

10. 一般条款

- 10.1 各方均确认并声明，本协议已由其正式授权、签署并交付，并构成其合法、有效且具有约束力的义务，并按照协议条款具有强制执行力。除公司就实施全球发售可能要求的有关同意、批准和授权外，各方在履行各自在本协议项下的义务时均无需取得其公司、股东或其他同意、批准或授权。各方均进一步确认其能够履行本协议项下的责任。

- 10.2 除明显错误，公司、整体协调人和独家保荐人真诚地就投资者股份数目和发售价及投资者根据本协议第 4.2 条应支付的金额所作的计算和确定，就本协议而言，应为最终及有约束力的结果。
- 10.3 本协议中规定的独家保荐人及整体协调人的义务是个别的（而非共同的或共同及个别的）。任何独家保荐人或整体协调人都不对独家保荐人或任何其他整体协调人未能履行其在本协议项下各自的义务承担责任，任何此类未履行行为均不得影响独家保荐人或任何其他整体协调人行使本协议条款的权利。尽管有前述规定，独家保荐人和整体协调人均有权在适用法律允许的范围内单独或与独家保荐人或其他整体协调人共同行使其在本协议项下的任何或全部权利。
- 10.4 整体协调人及独家保荐人均有权且在此获授权按其认为适当的方式和条件（无论是否完成正式手续，也无需按规定就该转授向公司或投资者事先发出通知），将其全部或任何相关权利、义务、权力和自由裁量权转授予其一家或多家联属公司。尽管有任何上述转授，对获转授相关权利、义务、权力及/或自由裁量权的任何联属公司的作为和不作为，整体协调人或独家保荐人根据本款仍须单独或共同承担责任。
- 10.5 就本协议及本协议项下的交易而言或与本协议有关的需要或可能需要向第三方发出的任何通知或第三方的任何同意及/或批准等方面，投资者、公司、整体协调人及独家保荐人应予以配合。
- 10.6 本协议任何变更或修改仅在以书面形式作出并经所有各方或其代表签字后方可生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议项下当事一方的任何人或获得其同意。
- 10.7 本协议将仅以中文签署。
- 10.8 除相关各方书面同意的情况外，各方应承担各自在本协议项下产生的法律和专业费用、成本或开支，但本协议项下拟进行交易所产生的印花税应由有关的转让方/卖方以及相应的受让方/买方按相同份额承担。
- 10.9 时间是本协议的关键事项，但本协议中提及的任何时间、日期或期限均可通过各方之间共同的书面协议予以延长。
- 10.10 即使按照第 4 条完成交割，本协议所有条款在能够获履行或遵守的情况下应持续拥有完全效力和作用，但与当时已履行的事项有关的条款除外，且除非该等条款经各方书面同意终止。
- 10.11 除投资者作出的保密协议外（如有），本协议构成各方之间与投资者于投资公司相关的完整协议和谅解备忘录。本协议将取代各方此前达成的与协议标的的相关所有书面或口头承诺、保证、担保、声明、通讯、谅解备忘录和协议。
- 10.12 在本第 10.11 条中另有规定的范围内，任何非本协议项下当事一方的人无权享有任何根据合约（第三者权利）条例强制执行本协议任何条款的权利，但这不影响第三方在合约（第三者权利）条例外存在或可获得的权利或救济：
- (a) 受偿方强制执行和依赖第 6.6 条，如同其为本协议项下当事一方。
- (b) 本协议的终止、撤销及本协议任何条款的修改、变更或放弃无需第 10.12(a)所述之人的同意。

- 10.13 任何一方延迟或未能（全部或部分）行使或强制执行本协议或法律赋予的任何权利均不得视为放弃或豁免权利，也不得以任何方式限制该方进一步行使或强制执行该权利或其他任何权利的能力，且单独或部分行使任何该权利或救济不得排除其他或进一步行使该权利或救济或行使任何其他权利或救济。本协议规定的权利、权力及救济是累积性的，并不排除任何权利、权力和救济（无论是否依据法律或其他规定）。除非以书面形式作出并由放弃方签署，否则任何对
- 10.14 如任何时候，本协议项下任何条款在其任何方面，于任何司法管辖区的法律下，属非法、无效或不可强制执行，不应影响或有损：
- (a) 本协议任何其他条款在有关司法管辖区的合法性、有效性或可强制执行性；或
- (b) 本协议该条款或任何其他条款在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议仅对各方及其各自的继承人、执行人、管理人、继任者及被许可的受让人具有约束力，且仅为各方及其各自的继承人、执行人、管理人、继任者和被许可受让人的利益而适用，任何其他人均不得根据或凭借本协议取得或拥有任何权利。除内部重组或重整外，任何一方均不得让与或转让本协议中的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。
- 10.16 在不损害其他各方就其蒙受的所有损失和损害向投资者提出申索的所有权利的前提下，倘若投资者在上市日期或者递延交付日期（如适用）当日或之前出现任何违反保证的行为，虽有与本协议相反的规定，公司、整体协调人及独家保荐人有权解除本协议，且各方在本协议项下的所有义务应立即终止。
- 10.17 每一方均向其他方承诺，其应签署并履行，且促使他方签署并履行本协议项下条款生效所需的其他文件和行动。
- 10.18 各方均不可撤销且无条件地同意，本协议可在符合适用法律的情况下通过附加电子签名的方式执行，且所使用的方法对于文件中所含信息的传递目的而言是可靠和适当的。

11. 管辖法律和处理机制

- 11.1 本协议及各方之间的关系受香港法律的管辖并据香港法律解释。
- 11.2 因本协议或其违约、终止或无效产生或与之有关的任何争议、争端或索赔（「争议」）均应根据提交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地为香港，仲裁程序的管辖法律为香港法。应有三（3）名仲裁员，仲裁程序用语为英语。仲裁庭的判定和裁决是终局的，且对各方均具约束力，可在拥有管辖权的任何法院录入并强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

- 12.1 如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可以（基于主权或王权或其他理由）为其自身或其资产、财产或收入主张对以下各项的任何豁免权：诉讼、起诉、程序或其他法律流程（包括仲裁程序），抵销或反诉，任何法院的司法管辖权，送达程序，任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的辅助程序或协助执行，或对任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）提供任何救济或强制执行的其他诉讼、起诉或程序，或如果在任何该等程序中可能有归因于其本身或其资产、财产或收入的任何该等豁免（无论是否主张），则各投资者特此不可撤销且无条件地放弃并同意不就该等程序申请或主张任何该等豁免。

13. 协议副本

- 13.1 本协议一式多份，由各方签署单独副本。每份副本均视为正本，但所有副本共同构成一份相同的法律文书。通过电子邮件附件（PDF）或者传真方式发送本协议已签署副本的签字页，应视为有效的交付方式。

本协议已由各方合法授权代表于本协议开头所载日期签署，**特此证明。**

FOR AND ON BEHALF OF:

为及代表

Aux Electric Co., Ltd.

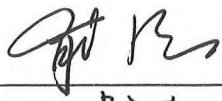
奥克斯电气有限公司

By:



Name: ~~XIN~~ Ning
姓名: 忻宁
Title: Executive Director
职务: 执行董事

为且代表
华菱集团（香港）国际贸易有限公司



高涛
董事

For and on behalf of
WALIN GROUP HONGKONG INTERNATIONAL TRADE CO., LIMITED
華菱集團(香港)國際貿易有限公司



Authorized Signature(s)

郭臻
董事

FOR AND ON BEHALF OF:

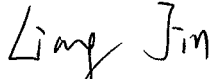
為及代表

CHINA INTERNATIONAL CAPITAL CORPORATION

HONG KONG SECURITIES LIMITED

中國國際金融香港證券有限公司

By:

A handwritten signature in black ink, appearing to read "Ling Jin", is written over a horizontal line.

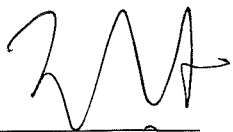
Name: Jin Liang

姓名：梁錦

Title: Managing Director

職務：董事總經理

为且代表
东方证券（香港）有限公司



姓名：黄循豪
职务：董事总经理

附表一
投资者股份

投资者股份数量

投资者股份的数量应等于 (1) 207,900,000 港元（不包括投资者将就投资者股份支付的佣金及征费）除以(2)发售价，四舍五入至最接近的 200 股份整笔交易单位数量。

根据上市规则第 18 项应用指引第 4.2 段，上市指南第 4.14 章及联交所授予的豁免（如有），如果香港公开发售出现超额认购，投资者将在本协议项下认购及/或收购的投资者股份数量可能会受到国际配售和香港公开发售之间股份重新分配的影响。如果香港公开发售的股份总需求符合公司最终招股章程「全球发售架构—香港公开发售—重新分配」所载的情况，投资者股份数量可能按比例减少以满足香港公开发售的公众需求。

另外，独家保荐人兼整体协调人和公司可以其唯一及绝对酌情权调整投资者股份数目的分配，从而满足 (i) 上市规则第 8.08(3) 条的要求（该条款规定，于上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%）；或 (ii) 上市规则第 8.08(1) 条规定的最低公众持股量要求或联交所批准的其他要求。此外，独家保荐人兼整体协调人和公司可以其唯一及绝对酌情权调整投资者股份数目，从而满足上市规则附录 F1（股本证券的配售指引）的要求。

附表二
投资者详情

投资者

注册地:	HONG KONG
注册证编号:	1309442
营业执照号:	50313146
法人机构识别编码:	NA
营业地址、电话号码及联系人:	Rooms 2201-03,22/F, World-Wide House,19 Des Voeux Road Central, Hong Kong、+8618707323423、Ji Tao(戢涛)
主营业务:	Engaged in import and export business and overseas investments (经营进出口及境外投资业务)
最终控股股东:	STATE-OWNED ASSETS SUPERVISION AND ADMINISTRATION COMMISSION OF HUNAN PROVINCIAL PEOPLE'S GOVERNMENT (湖南省人民政府国有资产监督管理委员会)
最终控股股东的注册地:	HuNan Province
最终控股股东的营业执照号和法人机构识别编码:	NA
最终控股股东的主营业务:	NA
股东及股东持有的权益:	HUNAN IRON & STEEL GROUP (湖南钢铁集团有限公司), 100%
相关投资者类别 (根据要求包含在联交所的 FINI 承配人名单模板中或按 FINI 界面要求须披露的承配人类别):	Cornerstone Investor (基石投资者)
将纳入招股章程中的有关投资者的描述:	Valin Group Hongkong International Trade Co., Limited, incorporated in Hong Kong on 25 February 2009, is principally engaged in import and export trading and overseas investments. The Company is a wholly-owned subsidiary of HUNAN IRON & STEEL GROUP, a state-owned enterprise controlled by the State-owned

Assets Supervision and Administration
Commission of Hunan Provincial People's
Government.

华菱集团（香港）国际贸易有限公司是一家于 2009 年 2 月 25 日在香港注册成立的有限公司，主要从事经营进出口及境外投资业务。其由湖南钢铁集团有限公司全资拥有，而湖南钢铁集团有限公司是一家由湖南省人民政府国有资产监督管理委员会控制的国有钢铁企业。

附表三
专业投资者认定通知

甲部 – 机构投资者认定通知

1. 因阁下属于证券及期货条例附表一第一部有关“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录三甲部第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录三甲部第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录三丙部本第5段。

CORNERSTONE INVESTMENT AGREEMENT

August 21, 2025

AUX ELECTRIC CO., LTD.

奥克斯电气有限公司

AND

CICC FINANCIAL TRADING LIMITED

AND

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

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THIS AGREEMENT (this “**Agreement**”) is made on August 21, 2025

BETWEEN:

- (1) **Aux Electric Co., Ltd.** (奥克斯电气有限公司), an exempted company with limited liability incorporated in the Cayman Islands, whose registered office is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Company**”);
 - (2) **CICC FINANCIAL TRADING LIMITED**, a company incorporated in Hong Kong whose registered office is at 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (the “**Investor**” or “**CICC FT**”); and
 - (3) **China International Capital Corporation Hong Kong Securities Limited** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICCHKS**”).
- (CICCHKS, the “**Sole Sponsor**” and the “**Sole Sponsor-Overall Coordinator**”)

WHEREAS:

- (A) The Company has made an application for listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of Shares by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of Shares outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) CICCHKS is acting as the Sole Sponsor and the Sole Sponsor-Overall Coordinator. CICCHKS and Orient Securities (Hong Kong) Limited are acting as the overall coordinators of the Global Offering (the “**Overall Coordinator(s)**”).
- (C) The Investor and China International Capital Corporation Limited will enter into a series of cross border delta-one OTC swap transactions (the “**OTC Swaps**”) with each other and certain private funds managed by Tibet Longrising Asset Management Co., Ltd. (西藏源乐晟资产管理有限公司) in its capacity as investment manager (the “**CICC FT Ultimate Clients**”) on or before the date of this Agreement, pursuant to which CICC FT will hold the Investor Shares to be subscribed under this Agreement on a non-discretionary basis to hedge the OTC Swaps while the economic risks and returns of the underlying Investor Shares are passed to the CICC FT Ultimate Clients, subject to customary fees and commissions. The OTC Swaps will be fully funded by the CICC FT Ultimate Clients.
- (D) The Investor has agreed to enter into this Agreement and give certain representations, warranties and undertakings in consideration of the Company, the Sole Sponsor and the Sole Sponsor-Overall Coordinator agreeing to be bound by the terms of this Agreement.

- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, CICCHKS and the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

“**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;

“**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% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules (as defined below);

“**business day**” means any day (other than Saturday, Sunday or 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;

“**Capital Market Intermediary(ies)**” means the capital market intermediary(ies) appointed by the Company for the purpose of the Global Offering and shall have the meaning ascribed to such term in the Code of Conduct;

“**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 and/or acquisition of the Investor Shares in accordance with the terms and conditions of this Agreement;

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

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

“**Companies (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, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“**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;

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Sole Sponsor-Overall Coordinator shall notify the Investor in accordance with clause 4.3;

“**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 that represent the right to receive, such Relevant Shares, 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 incidents of ownership including beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences 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 disclosing or contracting to, or publicly announcing 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;

“**Economic Sanctions Law**” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

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

“**Fees Rules**” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

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

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

“**Governmental Authority**” means any governmental, inter-governmental, regulatory or administrative commission, board, body, department, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority (including without limitation, the Stock Exchange, the SFC and the CSRC), 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 from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

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

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

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

“**Indemnified Parties**” has the meaning given to it in clause 6.6, 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 Shares**” means the number of Shares to be subscribed for and/or acquired 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 Overall Coordinators;

“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), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the 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 Guide” means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“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 or supplemented from time to time;

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

“OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury;

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;

“Overall Coordinators” has the meaning given to it in Recital(B);

“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;

“proprietary investment basis” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

“QIB(s)” has the meaning given to it in Recital (A);

“Regulation S” means Regulation S under the Securities Act;

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

“Relevant Shares” means the Investor Shares subscribed for and/or acquired 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);

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

“Sanctioned Person” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

- (a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;
- (b) that is, or is part of, a government of a Sanctioned Territory;
- (c) owned or controlled by, or acting on behalf of, any of the foregoing;
- (d) located, organized or resident in or operating from a Sanctioned Territory; or
- (e) otherwise targeted under any Economic Sanctions Laws;

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

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

“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 shares in the share capital of the Company having a nominal value of US\$0.000005 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

“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;

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

“**Underwriters**” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

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 or statutory provision 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(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Sponsor-Overall Coordinator 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 Sponsor-Overall Coordinator 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 and through the Sole Sponsor-Overall Coordinator and/or its 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 Company, the Sole Sponsor-Overall Coordinator and the Sole Sponsor may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.
- 2.3 The Company and the Overall Coordinators (on behalf of themselves and the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and obligations of the Company and the Sole Sponsor-Overall Coordinator 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Sole Sponsor-Overall Coordinator 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) the Offer Price having been agreed upon between the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Capital Market Intermediaries and the Underwriters);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the Shares (including the Investor Shares) as well as other applicable waivers and approvals, including those in connection with the subscription by the Investor of the Investor Shares, and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (e) the respective representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and shall be (as of the Listing Date and the Delayed Delivery Date, as applicable) accurate, true and complete in all respects and not misleading 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Sole Sponsor-Overall Coordinator 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 Sponsor-Overall Coordinator and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Sole Sponsor-Overall Coordinator to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than thirty (30) days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Sponsor-Overall Coordinator 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 representations, warranties, undertakings, acknowledgements and confirmations given by the Investor respectively 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 or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Sole Sponsor, or any of their respective affiliates, officers, directors, supervisors (where applicable), employees, staff,

associates, partners, advisors, agents and representatives to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Sole Sponsor, or their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, advisors, 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 or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for and/or acquire the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sole Sponsor-Overall Coordinator and/or its affiliates in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for and/or acquired 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 Sponsor-Overall Coordinator.

In the event that, in the opinion of the Company, the Sole Sponsor-Overall Coordinator and the Sole Sponsor, the requirement under Rule 8.08(3) of the Listing Rules (stipulating that no more than 50% of the Shares in public hands can be beneficially owned by the three largest public shareholders of the Company) cannot be complied with on the Listing Date, the Company, the Sole Sponsor-Overall Coordinator and the Sole Sponsor have the right to adjust the allocation of the number of Investor Shares to be subscribed for and/or acquired by the Investor in their sole and absolute discretion to ensure compliance with Rule 8.08(3) of the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, 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 Sponsor-Overall Coordinator) by same day value credit no later than one (1) business day prior to the Listing Date in Hong Kong dollars, notwithstanding that, where applicable, the delivery of the Investor Shares may take place on the Delayed Delivery Date, 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 Sponsor-Overall Coordinator in writing no later than three (3) 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 If the Sole Sponsor-Overall Coordinator in its sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Sole Sponsor-Overall Coordinator shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be

exercised. Such determination by the Sole Sponsor-Overall Coordinator will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investor Shares as specified in clause 4.2.

- 4.4 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 Sponsor-Overall Coordinator in writing no later than three (3) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.
- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Sole Sponsor-Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later no later than one (1) business day prior to the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
- 4.6 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 Sponsor-Overall Coordinator 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 Sponsor-Overall Coordinator and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Sole Sponsor-Overall Coordinator and the Sole Sponsor may have against the Investor or its beneficial owner(s) arising out of its failure to comply with its obligations under this Agreement). The Investor or its beneficial owner(s) 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 6.6.
- 4.7 None of the Company, the Sole Sponsor-Overall Coordinator, the Sole Sponsor and/or their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Sole Sponsor-Overall Coordinator, Sole Sponsor and their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors, associates, partners, agents and representatives 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 control of the Company, the Sole Sponsor-Overall Coordinator, the Sole Sponsor and/or their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors, associates, partners, agents and representatives (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, epidemic or pandemic, outbreaks, escalation, mutation or aggravation of diseases or epidemics (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the COVID-19), calamity, crisis, economic or comprehensive sanctions,

public disorder, explosion, earthquake, tsunami, volcanic eruption, outbreak or escalation of hostilities (whether or not war is declared), declaration of a regional, national or international emergency, economic sanctions, political change and/or unrest, paralysis in government operations, interruption or delay in transportation, 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, labour dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR AND THE CICC FT ULTIMATE CLIENTS

- 5.1 the Investor agrees, covenants with and undertakes to the Company, the Sole Sponsor-Overall Coordinator and the Sole Sponsor that without the prior written consent of each of the Company, the Sole Sponsor-Overall Coordinator and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period of six (6) months starting from and inclusive of 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 convertible, exchangeable, exercisable or represents a right to receive any of the forgoing securities; (ii) agrees, enters or contracts into an agreement, or publicly announces an intention to enter into such a transaction; (iii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iv) except for the OTC Swaps, enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (v) agree, enter or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii), (iii) and (iv) above, in each case whether any of the foregoing transactions described in (i), (ii), (iii) and (iv) 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.

Subject to the above paragraph, 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 Sponsor-Overall Coordinator and the Sole Sponsor that, at any time after the expiry of the Lock-up Period, in the event that the Investor or its wholly-owned subsidiary enters into any transactions to dispose of any Relevant Shares, or agrees, enters or contracts to, or announces an intention to enter into such transactions, the Investor (for itself or on behalf of its wholly-owned subsidiary) shall take commercially reasonable steps to ensure that such disposal would not create a disorderly and false market in the Shares and shall comply with all applicable Laws and regulations 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. The Company, the Sole Sponsor-Overall Coordinator and the Sole Sponsor acknowledge that, after the expiry of the Lock-up Period specified herein, the Investor shall, subject to requirements under applicable Laws, be free to dispose of any Relevant Shares, provided that the Investor shall notify the Company, the Sole Sponsor-Overall Coordinator and the Sole Sponsor in writing prior to the disposal and shall use all reasonable endeavours to ensure that any such disposal does not create a

disorderly or false market in the Shares and is otherwise in compliance with all applicable Laws.

- 5.2 The Investor agrees, covenants with and undertakes to the Company, the Sole Sponsor and the Sole Sponsor-Overall Coordinator that the CICC FT Ultimate Clients will remain invested in the relevant OTC Swap during the Lock-Up Period with substantially the same legal effect as Clause 5.1 above.
- 5.3 The Investor hereby confirms to the Company, the Sole Sponsor-Overall Coordinator and the Sole Sponsor that the tenor of the OTC Swaps is equal to or longer than the Lock-up Period.
- 5.4 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sole Sponsor-Overall Coordinator and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor in the total issued share capital of the Company and (ii) the aggregate holding (direct and indirect) of the CICC FT Ultimate Clients and their respective close associates in the total issued share capital of the Company, shall, for the period commencing from the Listing Date up to twelve (12) months after the Listing Date, 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.
- 5.5 The Investor agrees that the subscription of the Investor Shares under this Agreement is not on a proprietary investment basis and the CICC FT Ultimate Clients’ investment in the OTC Swaps are on a proprietary investment basis. The Investor agrees to, upon reasonable request by the Company, the Sole Sponsor and/or the Sole Sponsor-Overall Coordinator, provide reasonable evidence to the Company, the Sole Sponsor and the Sole Sponsor-Overall Coordinator showing that the CICC FT Ultimate Clients’ investment in the OTC Swaps in connection with the Investor’s subscription of the Investor Shares is on a proprietary investment basis. Unless otherwise permitted by the Stock Exchange and in accordance with the Listing Rules, the Investor shall not, and shall procure that none of the CICC FT Ultimate Clients, the Investor’s and the CICC FT Ultimate Clients’ respective controlling shareholder(s), associates and their respective beneficial owners shall not apply for or place an order through the book building process for Shares in the Global Offering (other than the Investor Shares or otherwise agreed by the Company, the Overall Coordinators and the Sole Sponsor) or make an application for Shares in the Hong Kong Public Offering.
- 5.6 Save for documentation relating to the OTC Swaps and the undertaking to be provided by the CICC FT Ultimate Clients to the Investor in connection with the representations, lock-up undertaking and other obligations of the Investor contemplated under this Agreement, the Investor, and the CICC FT Ultimate Clients and their respective affiliates, associates, directors, officers, employees, agents or representatives shall not accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

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

- (a) each of the Company, the Sole Sponsor-Overall Coordinator, the other Overall Coordinator, the Sole Sponsor and their respective affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, , the Sole Sponsor-Overall Coordinator, the other Overall Coordinator, and the Sole Sponsor and their respective affiliates on the basis that the Global offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor, the CICC FT Ultimate Clients and the relationship and arrangements between the Parties contemplated by this Agreement and the OTC Swaps will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor and the CICC FT Ultimate Clients 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. In this connection, the Investor will furnish all such information the Overall Coordinators and the Sole Sponsor as is required for the purpose of facilitating the Overall Coordinators and the Sole Sponsor in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);
- (c) the information in relation to the Investor and the CICC FT Ultimate Clients as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Overall Coordinators and the Sole Sponsor may submit information about its subscription or purchase of the Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent

that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority;

- (e) the Offer Price is to be determined solely and exclusively by the Company and the Overall Coordinators (for themselves and on behalf of the Capital Market Intermediaries and the Underwriters) in accordance with the terms and conditions of the Global Offering and the Investor and the CICC FT Ultimate Clients shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for and/or acquired by the Investor through the Sole Sponsor-Overall Coordinator and/or its affiliates in their capacity as international representative of the international underwriters of the International Offering;
- (g) 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, the applicable Laws and this Agreement;
- (h) each of the Investor and the CICC FT Ultimate Clients is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;
- (i) 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 Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (j) the Company, the Overall Coordinators and the Sole Sponsor can adjust the allocation of the number of Investor Shares in 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 Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, and (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules;
- (k) 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 Sponsor-Overall Coordinator, the other Overall Coordinator, 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;
- (l) none of the Company, the Sole Sponsor-Overall Coordinator, the other Overall Coordinator, the Sole Sponsor nor any of their respective subsidiaries, agents, directors, supervisors (where applicable), employees, staff, partners, representatives or affiliates nor any other party involved in the Global Offering shall take responsibility for any tax, legal, currency or other economic or other consequences for the acquisition of, or in relation to any dealings in, the Investor Shares;
- (m) the Investor Shares have not been, and it is not anticipated that the Investor Shares will 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 and applicable U.S. state securities laws, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

- (n) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (o) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and 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;
- (p) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (q) the Company has not been, and will not be, registered under the U.S. Investment Company Act of 1940, as amended, on the basis that the Company is not an investment company within the meaning of the U.S. Investment Company Act of 1940;
- (r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisors, staff, associates, partners, agents and representatives (the “**Authorized Recipients**”) and to the CICC FT Ultimate Clients on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares and/or OTC Swaps or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor, the CICC FT Ultimate Clients or any of their respective 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(r) 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(r) 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, the PRC, Hong Kong or any other applicable jurisdiction relevant to such dealing;

- (s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or the CICC FT Ultimate Clients and/or their respective representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or the CICC FT Ultimate Clients and/or their respective 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 and/or the CICC FT Ultimate Clients 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, the CICC FT Ultimate Clients and/or their respective representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, the CICC FT Ultimate Clients and/or their respective 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, the CICC FT Ultimate Clients and/or their respective 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 and/or the CICC FT Ultimate Clients, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor and/or the CICC FT Ultimate Clients in determining whether to invest in the Investor Shares or the OTC Swaps and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (t) this Agreement does not, collectively or separately, constitute an offer of securities for sale or a solicitation of an offer to buy or acquire any Shares or securities in the United States or any other jurisdictions in which such an offer or a solicitation would be unlawful;
- (u) the Investor and the CICC FT Ultimate Clients have been furnished with all information they deem necessary or desirable to evaluate the merits and risks of the acquisition of and/or subscription for the Investor Shares and have 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 of and/or subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (v) in making its investment decision, each of the Investor and CICC FT Ultimate Clients has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor and/or the CICC FT Ultimate Clients by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, supervisors (where applicable), officers, employees, staff, 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 (where applicable), officers, employees, staff, 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 (where applicable), officers, employees, staff, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability of whatsoever and howsoever to the Investor, the CICC FT Ultimate Clients or their respective directors, supervisors (where applicable), officers, employees, staff, 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 Sponsor-Overall Coordinator, the other Overall Coordinator, the Sole Sponsor, the Capital Market Intermediaries, other Underwriters and their respective directors, supervisors (where applicable), officers, employees, staff, 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, research and development, 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, staff, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor and/or the CICC FT Ultimate Clients as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, research and development, 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) each of the Investor and the CICC FT Ultimate Clients 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) each of the Investor and the CICC FT Ultimate Clients 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 tax, regulatory, financial, accounting, legal, currency, other economic considerations, and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor, the Capital Market Intermediaries or the Underwriters and none of the Company, the Overall Coordinators, the Sole Sponsor, the Capital Market Intermediaries or the Underwriters or their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, staff, partners, agents, advisors or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of 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 none of the Company, the Overall Coordinators, the Sole Sponsor, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives, or any other party involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, staff, advisors, agents or representatives to the Investor or the CICC FT Ultimate Clients will arise;
- (bb) 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 of Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (cc) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date;

- (dd) there are no other agreements in place between the Investor and/or the CICC FT Ultimate Clients on the one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Sole Sponsor on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement entered into by the Investor (if any) leading up to the Investor's subscription of the Investor Shares;
- (ee) neither the Investor nor the CICC FT Ultimate Clients have acquired the Investor Shares as a result of, and neither the Investor or the CICC FT Ultimate Clients or any of their respective affiliates nor any person acting on its or their behalf has engaged or will engage in (i) any directed selling efforts (within the meaning of Regulation S), or (ii) any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act), or (iii) in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) with respect to the Shares;
- (ff) 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; and
- (gg) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares.

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Sole Sponsor-Overall Coordinator and the Sole Sponsor that:

- (a) it has been duly incorporated and is validly existing and is 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 and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (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 and regulations;
- (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 have not been invalidated, revoked, withdrawn. or set aside. None of the Approvals is subject to any condition precedent which has not been fulfilled or performed, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn, revoked or set aside. The Investor further agrees and undertakes to notify the Company, the Sole Sponsor-Overall Coordinator, the other Overall Coordinator and the Sole Sponsor forthwith if the Approvals cease 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, the performance by the Investor of this Agreement, the subscription for or acquisition of (as the case may be) the Investor Shares and the acceptance of the delivery of the Investor Shares will not contravene or result in a contravention by the Investor or the CICC FT Ultimate Clients of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or the CICC FT Ultimate Clients 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 or the CICC FT Ultimate Clients 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 the CICC FT Ultimate Clients or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor or the CICC FT Ultimate Clients;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for and/or acquisition of the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Sole Sponsor, to the Stock Exchange, the SFC, the CSRC and/or other governmental, public, monetary or regulatory authorities or bodies or securities exchange (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, the CICC FT Ultimate Clients and their ultimate beneficial owner(s), if any, and/or the person ultimately responsible for the giving of the instruction relating to the subscription or 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 for or 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 (including the OTC Swaps) 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, the CICC FT Ultimate Clients or their respective beneficial owner(s), if any, and associates on the one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”)) within the time and as requested by such Regulators. The Investor further authorizes the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, staff, advisors, agents or representatives, to disclose the Investor-related Information or any other information relating to the transactions hereunder 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, in the case of the latter, 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 Professional Investor Treatment Notice in relation to its purchase of the Investor Shares hereunder (for the purpose of the Professional Investor Treatment Notice, references to “**you**” and “**your**” therein shall refer to and/or with effect with reference to the Investor and relating to the Investor, and references to “**we**” and “**our**” therein shall refer to and/or with effect with reference to the Overall Coordinators, the Capital Market Intermediaries and the Underwriters and/or their respective affiliates) and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Sole Sponsor, the Capital Market Intermediaries or the Underwriters in connection with the transactions contemplated thereunder;
- (l) the Investor and the CICC FT Ultimate Clients are not entitled to nominate any person to be a director or officer of the Company as a result of the subscription of the Investor Shares under this Agreement;
- (m) (i) if subscribing for and/or acquiring for the Investor Shares in the United States, the Investor is a QIB; or (ii) if subscribing the Investor Shares outside the United States, the Investor 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 and/or acquiring the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

- (o) each of the Investor, CICC FT Ultimate Clients and their respective beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates: (i) to the Investor's knowledge, is not a connected person (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for and/or acquisition of the Investor Shares shall not constitute a "connected transaction" (as defined in the Listing Rules) and will not result in the Investor, the CICC FT Ultimate Clients and their respective 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 the OTC Swaps will, immediately after the Closing, 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; (ii) has the financial capacity to meet all obligations arising under this Agreement and the OTC Swaps; (iii) to the Investor's knowledge, is not, directly or indirectly, financed, funded or backed by any one of the Company, its directors or chief executive, existing shareholders or subsidiaries, or their respective close associates (as defined in the Listing Rules) or any core connected person (as defined in the Listing Rules) of the Company and are not accustomed to take and have not taken any instructions from any one of the Company, its directors or chief executive, existing shareholders, subsidiaries, or their respective close associates (as defined in the Listing Rules), or such core connected person in relation to the acquisition, disposal, voting or other disposition of securities of the Company, provided for the avoidance of doubt that subscription for funds managed by the CICC FT Ultimate Clients at commercially reasonable prices and conditions shall not amount to financing, funding or backing CICC FT Ultimate Clients and any such subscriber shall not be deemed to have a connected relationship with CICC FT Ultimate Clients by virtue of such subscription; and (iv) to the Investor's knowledge, have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing;
- (p) the Investor is a "connected client" of the Sole Sponsor-Overall Coordinator. The terms "connected client" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (q) to the Investor's knowledge, none of the Investor and the CICC FT Ultimate Clients is a director, or existing shareholder of the Company or their close associates or a nominee of any of the foregoing;
- (r) neither of the Investor or the CICC FT Ultimate Clients has 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;
- (s) neither the Investor nor its directors, officers, employees or agents is a Sanctioned Person;
- (t) the subscription for and/or acquisition of the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the

Listing Rules, Chapter 4.15 of the Listing Guide, as well as any other provisions of the Listing Rules, all relevant guidelines issued by the SFC and the Stock Exchange and all applicable Laws and regulations of the Governmental Authority (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Overall Coordinators and/or the Sole Sponsor to be in breach of such provisions;

- (u) neither the Investor nor any of its affiliates, directors, supervisors (where applicable), officers, employees, staff, associates, advisors, partners, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter or otherwise, from the Company, any member of the Group, or any of their respective affiliates, directors, supervisors (where applicable), officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Listing Guide (as updated or amended from time to time);
- (v) the Investor is not subscribing for and/or acquiring the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, its subsidiaries or connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, the Capital Market Intermediaries 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;
- (w) except as provided for in this Agreement and the OTC Swaps, none of the Investor and the CICC FT Ultimate Clients 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;
- (x) save as previously disclosed to the Company, the Sole Sponsor and the Sole Sponsor-Overall Coordinator in writing, none of the Investor, its beneficial owner(s) and/or associates has entered into, or will enter into, any swap arrangement or other financial or investment product involving the Investor Shares;
- (y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) has been or will be entered into or made between the Investor or the CICC FT Ultimate Clients or their respective affiliates, directors, supervisors (where applicable), officers, employees or agents on the one hand and the Company, any member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents on the other hand;
- (z) the investment in the OTC Swaps by the CICC FT Ultimate Clients will be fully funded by the CICC FT Ultimate Clients and the Investor has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement. If the information on fund sources is untrue, the Company, the Sole Sponsor, and the Sole Sponsor-Overall Coordinator shall have the right to terminate this Agreement and claim compensation for any losses incurred;

- (aa) save as previously disclosed to the Company, the Sole Sponsor and the Sole Sponsor-Overall Coordinator, 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;
 - (bb) none of the Investor or the CICC FT Ultimate Clients and any of their respective close associates has applied or will apply for or place an order through the book-building process or Hong Kong Public Offering for any Shares under the Global Offering other than pursuant to this Agreement and/or in compliance with Chapter 4.15 of the Listing Guide; and
 - (cc) the aggregate holding (direct or indirect) of the Investor and its close associates (having the meaning under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange.
- 6.3 The Investor represents and warrants to the Company, the Sole Sponsor-Overall Coordinator 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-Overall Coordinator and the Sole Sponsor 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, the name of the CICC FT Ultimate Clients 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to the CICC FT Ultimate Clients, the OTC Swaps and/or otherwise relating to the matters which may reasonably be requested by the Company, the Sole Sponsor-Overall Coordinator and/or the Sole Sponsor to ensure its compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including without limitation the Stock Exchange, the SFC and the CSRC.
- 6.4 The Investor hereby agrees that after reviewing the description in relation to it, the CICC FT Ultimate Clients and the groups of companies of which any of them 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 or deceptive.
- 6.5 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Sole Sponsor, the Capital Market Intermediaries, the Underwriters, and their respective subsidiaries,

agents, affiliates and advisors, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Sponsor-Overall Coordinator and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations and acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company and the Sole Sponsor-Overall Coordinator shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

- 6.6 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, the Capital Market Intermediaries 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 well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, advisors, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, charges, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party (the “**Losses**”) in connection with the subscription and/or acquisition of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor, the CICC FT Ultimate Clients or their respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates, advisors, or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may, directly or indirectly, 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.
- 6.7 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.5 and 6.6 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable the Delayed Delivery Date, and shall survive the execution and performance of this Agreement and the closing of the Global Offering.
- 6.8 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement;
 - (c) subject to payment in accordance with clause 4.2 and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 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;
 - (d) none of the Company and its controlling shareholder, any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers,

employees, staff, advisors, representatives, associates, partners and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Listing Guide (as updated or amended from time to time)) with any of the Investor, the CICC FT Ultimate Clients or their respective or its affiliates, directors, supervisors (where applicable), officers, employees, staff, advisors, representatives, associates, partners 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 (where applicable), officers, employees, staff, advisors, representatives, associates, partners 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.

- 6.9 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, 4.7 and 6.5;
- (b) solely by the Company, or by each of the Sole Sponsor-Overall Coordinator 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 and confirmations by the Investor and/ or the CICC FT Ultimate Clients under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (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 clauses 8.1, 8.2, 10, 11, 12 and 14 which shall survive the termination of this Agreement) and the rights and liabilities of the Parties hereunder 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, clause 6.6 shall survive the termination of this Agreement in all circumstances. 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, and the non-disclosure agreement entered into by the Investor (if any), 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 Sponsor-Overall Coordinator, 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 Sponsor-Overall Coordinator and/or the Sole Sponsor are subject, and the background of the Investor and the CICC FT Ultimate Clients and the relationship between the Company and the Investor and the CICC FT Ultimate Clients may be described in the Public Documents to be issued by the Company and marketing, roadshow materials and other announcements or displayed documents to be issued by the Company, the Sole Sponsor-Overall Coordinator 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, supervisors (where applicable), 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, supervisors (where applicable), 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, supervisors (where applicable), 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 without limitation 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 or the CICC FT Ultimate Clients, except where the Investor shall have consulted the Company, the Sole Sponsor-Overall Coordinator 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 endeavours 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 and the CICC FT Ultimate Clients prior to publication. The Investor shall cooperate with the Company, the Sole Sponsor-Overall Coordinator and the Sole Sponsor to ensure that all references to it and the CICC FT Ultimate Clients in such Public Documents are true, complete, accurate and not misleading or deceptive 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 Sponsor-Overall Coordinator and the Sole Sponsor and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company, 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 Sponsor-Overall Coordinator or the Sole Sponsor) to (i) update the description of the Investor and the CICC FT Ultimate Clients in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Sole Sponsor and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including without limitation 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 9.2 to the following addresses:

If to the Company, to:

Address: No. 1166, Mingguang North Road, Jiangshan Town, Yinzhou District, Ningbo, Zhejiang Province, PRC

Email: zhaonanyan@mail.aux-home.com

Attention: Ms. ZHAO Nanyan

If to the Investor, to:

Address: 29/F One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

Email: EQO_D1_CS@cicc.com.cn

Attention: Equities Department

If to CICCHKS, to:

Address: 29/F One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

Facsimile: +852 2872 2100

Email: ib_dqh@cicc.com.cn

Attention: Project Aux Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or sent by facsimile or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, 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 facsimile, on receipt of confirmation of transmission and if sent by pre-paid post, (in the absence of evidence of earlier receipt) forty-eight (48) hours after it was posted (or six (6) 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 Save for manifest error, calculations and determinations made in good faith by the Company, the Overall Coordinators and the Sole Sponsor shall be conclusive and binding with respect to the number of Investor Shares, the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 for the purposes of this Agreement.
- 10.3 The obligations of each of the Sole Sponsor and the Sole Sponsor-Overall Coordinator as provided in this Agreement are several (and not joint or joint and several). Notwithstanding the foregoing, the Sole Sponsor and the Sole Sponsor-Overall Coordinator shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly, to the extent permitted by applicable Laws.
- 10.4 Each of the Sole Sponsor-Overall Coordinator 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. The Sole Sponsor-Overall Coordinator and Sole Sponsor shall, severally and not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.5 The Investor, the Company, the Sole Sponsor-Overall Coordinator 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 and the transactions contemplated under this Agreement.
- 10.6 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. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.
- 10.7 This Agreement will be executed in the English language only.
- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 Other than the non-disclosure agreement entered into by the Investor (if any), 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.

- 10.12 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) each of the Overall Coordinators may enforce (i) Clause 6, and (ii) any other term(s) of this Agreement which confers a benefit on such Overall Coordinator to the same extent as if they were a party to this Agreement.
 - (b) Indemnified Parties may enforce and rely on clause 6.6 to the same extent as if they were a party to this Agreement.
 - (c) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.12(a) and (b).
- 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 or Delayed Delivery Date (if applicable), the Company, the Sole Sponsor-Overall Coordinator 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.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

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 (“**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 the laws of Hong Kong. There shall be three (3) 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.

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

FOR AND ON BEHALF OF:

为及代表

Aux Electric Co., Ltd.

奥克斯电气有限公司

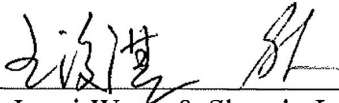
By:



Name: ~~XIN~~ Ning
姓名: 忻宁
Title: Executive Director
职务: 执行董事

**FOR AND ON BEHALF OF:
CICC FINANCIAL TRADING LIMITED**

By:

Handwritten signatures of Junqi Wang and Shervin Lau in black ink, positioned above a horizontal line.

Name: Junqi Wang & Shervin Lau

Title: Director

FOR AND ON BEHALF OF:

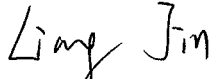
為及代表

CHINA INTERNATIONAL CAPITAL CORPORATION

HONG KONG SECURITIES LIMITED

中國國際金融香港證券有限公司

By:



Name: Jin Liang

姓名：梁錦

Title: Managing Director

職務：董事總經理

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 20,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares)) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 200 Shares).

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for and/or acquired 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 circumstances 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-Overall Coordinator and the Company can adjust the allocation of the number of Investor Shares in 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 Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange. In addition, the Sole Sponsor-Overall Coordinator and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF THE INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	602470
Business registration number:	59608033-000-04-19-0
LEI number:	5299007S28V6QGNXK514
Business address and telephone number and contact person:	29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Principal activities:	Client facilitation trading
Ultimate controlling shareholder:	China International Capital Corporation Limited (3908.HK)
Place of incorporation of ultimate controlling shareholder:	The PRC
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	A global investment bank provides financial services
Shareholder and interests held:	CICC Financial Holdings Limited 100%
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places):	Cornerstone Investor and Connected Client
Description of the Investor and the CICC FT Ultimate Clients for insertion in the Prospectus:	CICC Financial Trading Limited and China International Capital Corporation Limited will enter into a series of cross border delta-one OTC swap transactions (collectively, the “ Tibet Longrising OTC Swaps ”) with each other and the ultimate clients (the “ CICC FT Ultimate Clients (Tibet Longrising) ”), pursuant to which CICC FT will hold the Offer Shares on a non-discretionary basis to hedge the Tibet Longrising OTC Swaps while the economic risks and returns of the underlying Offer Shares are passed to the CICC FT Ultimate Clients (Tibet Longrising), subject to customary fees and commissions. The Tibet Longrising OTC Swaps will be fully funded by the CICC FT Ultimate Clients

(Tibet Longrising). During the terms of the Tibet Longrising OTC Swaps, all economic returns of the Offer Shares subscribed by CICC FT will be passed to the CICC FT Ultimate Clients (Tibet Longrising) and all economic loss shall be borne by the CICC FT Ultimate Clients (Tibet Longrising) through the Tibet Longrising OTC Swaps, and CICC FT will not take part in any economic return or bear any economic loss in relation to the Offer Shares. The Tibet Longrising OTC Swaps are linked to the Offer Shares and the CICC FT Ultimate Clients (Tibet Longrising) may, after expiration of the lock-up period beginning from the date of the cornerstone agreement entered into between CICC FT and the Company and ending on the date which is six months from the Listing Date, request to early terminate the Tibet Longrising OTC Swaps at their own discretions, upon which CICC FT may dispose of the Offer Shares and settle the Tibet Longrising OTC Swaps in cash in accordance with the terms and conditions of the Tibet Longrising OTC Swaps. Despite that CICC FT will hold the legal title of the Offer Shares by itself, it will not exercise the voting rights attaching to the relevant Offer Shares during the terms of the Tibet Longrising OTC Swaps according to its internal policy. To the best of CICC FT's knowledge having made all reasonable inquiries, each of the CICC FT Ultimate Clients (Tibet Longrising) is an independent third party of CICC FT, China International Capital Corporation Hong Kong Securities Limited ("CICCHKS") and the companies which are members of the same group of CICCHKS. Save for Zeng Xiaojie (曾晓洁), a professional individual investor who owns approximately 40.58% in Longrising - Shengshi No. 8 Private Securities Investment Fund (源乐晟-晟世 8 号私募证券投资基金) and approximately 97.92% in Longrising Qiangshu Private Securities Investment Fund (源乐晟强树私募证券投资基金), each a CICC FT Ultimate Client (Tibet Longrising), there is no other single ultimate beneficial owner holds 30% or more interests in each of the remaining seven CICC FT Ultimate Clients (Tibet Longrising).

CICC FT is a wholly-owned subsidiary of China International Capital Corporation Limited, of which its shares are listed on the Shanghai Stock Exchange (stock code: 601995) and the Stock Exchange (stock code: 3908). CICC FT is a connected client (as defined under Appendix 6 to the Listing Rules) of

CICCHKS, holding securities on a non-discretionary basis on behalf of independent third parties. The Company has applied to the Stock Exchange for, and the Stock Exchange has granted, its consent under paragraph 5(1) of Appendix 6 to the Listing Rules to permit us to allocate the Offer Shares to CICC FT. See “Waivers from Strict Compliance with the Listing Rules – Consent in respect of the Proposed Subscription of Shares by a Cornerstone Investor Who Is a Connected Client.”

The CICC FT Ultimate Clients (Tibet Longrising) are nine private funds managed by Tibet Longrising Asset Management Co., Ltd. (“**Tibet Longrising**”) on a discretionary basis in its capacity as investment manager. Tibet Longrising is founded in August 2013. With a registered capital of RMB10 million and the total asset under management of approximately RMB20 billion, the company boasts a full-fledged team covering investment research, risk management, and client services, equipped with exceptional research capabilities and acute market analysis skills. Its portfolio comprises sectors such as pharmaceuticals, electronics, construction, and consumer goods. Since 2013, Tibet Longrising has demonstrated outstanding investment expertise in a complex and volatile economic environment. In 2015, it focused on allocating high - growth stocks based on reform expectations and market liquidity characteristics. When monetary policy tightened in 2017, it increased its holdings in consumer and financial industries. In 2020, it made relevant investments in the internet industry when the COVID - 19 pandemic broke out. In 2021, during the first year of the carbon - peaking and carbon - neutrality goals, it grasped high - growth assets such as photovoltaic and lithium - battery industries. It can make relatively precise investment decisions under different economic scenarios, fully reflecting the company's rich investment experience. Tibet Longrising continues to strengthen and improve its corporate governance, adhering to standardized risk management as the foundation, pursuing absolute returns for investors, and taking the most transparent supervision as a driving force. It is committed to becoming a leader in China's local private equity funds, providing professional wealth management services and investment products that can sustainably create stable returns for high-net-worth individuals and high-end financial institutions. Save for Zeng Xiaojie holding 61.75% equity interest in Tibet Longrising, there is no other shareholder who owns 30% or more in Tibet Longrising.

SCHEDULE 3
Professional Investor Treatment Notice

PART A – INSTITUTIONAL INVESTOR TREATMENT NOTICE

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 Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, we are automatically exempted from certain requirements under the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), we 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 we are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
 - (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 or the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
 - (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.
3. You agree and acknowledge that we 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 – CORPORATE PROFESSIONAL INVESTOR TREATMENT NOTICE

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 the trust or trusts of which it acts as a trustee with total assets of not less than HKD\$40 million or its equivalent in any foreign currency at the relevant date or:
 - (A) as stated in the most recent audited financial statement prepared: 以
 - (I) in respect of the trust corporation; and
 - (II) within 16 months before the relevant date;
 - (B) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared:
 - (I) in respect of the trust or any of the trusts; and
 - (II) within 16 months before the relevant date; or
 - (C) as ascertained by referring to one or more custodian statements issued to the trust corporation:
 - (I) in respect of the trust or any of the trusts; and
 - (II) within 12 months before the relevant date;
- (ii) any corporation or partnership having:
 - (A) a portfolio of not less than HKD\$8 million or its equivalent in any foreign currency, or
 - (B) total assets of not less than HKD\$40 million or its equivalent in any foreign currency,
at the relevant date or as ascertained by referring to:
 - (C) the most recent audited financial statement prepared:
 - (I) in respect of the corporation or partnership (as the case may be); and
 - (II) within 16 months before the relevant date; or
 - (D) one or more custodian statements issued to the corporation or partnership (as the case may be) within 12 months before the relevant date; and
- (iii) any corporation the sole business of which at the relevant date is to hold investments and which is wholly owned by any one or more of the following persons:

- (A) a trust corporation that falls within the description in paragraph (i);
 - (B) an individual who, either alone or with any of his associates on a joint account, falls within the description in Section 3(b) of the Professional Investor Rules;
 - (C) a corporation that falls within the description in paragraph (ii);
 - (D) a partnership that falls within the description in paragraph (ii).
2. We have made an assessment on you in accordance with Paragraph 15.3A of the Code (“**CPI Assessment**”) and concluded that:
- (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above and satisfy the criteria under the CPI Assessment. In particular that you have the appropriate corporate structure and investment process and controls, the person/s responsible for making investment decisions on behalf of you has/have sufficient investment background, and you are aware of the risks involved in relation to the relevant products and/or markets to be invested in under this Agreement.

OR

- (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above but *do not* satisfy the criteria under the CPI Assessment.
3. Where paragraph 2(a) is applicable, 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 we 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 we are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
 - (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 or 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;

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 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.

- 4. Where paragraph 2(b) is applicable, you consent to being treated as a Professional Investor, understand the risks and consequences of consenting to being treated as a Professional Investor and agree that we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

4.1 Information for client

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about the business or 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 Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
- 5. 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 us.
 - 6. You agree and acknowledge that we 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 – INDIVIDUAL PROFESSIONAL INVESTOR TREATMENT NOTICE

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

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- (i) any individual, either alone or with any of his associates on a joint account, having a portfolio of not less than HKD\$8 million or its equivalent in any foreign currency at the relevant date or:
 - (A) as stated in a certificate issued by an auditor or a professional accountant of the individual within 12 months before the relevant date; or
 - (B) as ascertained by referring to one or more custodian statements issued

to the individual (either alone or with the associate) within 12 months before the relevant date.

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 we 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 or 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 NASDAQ – Amex Pilot Program (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 us.
4. You agree and acknowledge that we 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 we 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 we may ask you to sign and no statement we may ask you to make derogates from this paragraph 5 of Part C of this Schedule 3.

CORNERSTONE INVESTMENT AGREEMENT

August 21, 2025

AUX ELECTRIC CO., LTD.

奥克斯电气有限公司

AND

GUOTAI JUNAN INVESTMENTS (HONG KONG) LIMITED

AND

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

AND

ORIENT SECURITIES (HONG KONG) LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on August 21, 2025

BETWEEN:

- (1) **Aux Electric Co., Ltd. (奥克斯电气有限公司)**, an exempted company with limited liability incorporated in the Cayman Islands, whose registered office is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. (the “**Company**”);
 - (2) **GUOTAI JUNAN INVESTMENTS (HONG KONG) LIMITED**, a company incorporated in Hong Kong whose registered office is at Room 1506-08,15/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong (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 (“**CICCHKS**”); and
 - (4) **Orient Securities (Hong Kong) Limited** of 28th and 29th Floor, 100 Queen’s Road Central, Hong Kong (“**OSHK**”).
- (CICCHKS, the “**Sole Sponsor**” or the “**Sole Sponsor-OC**”, and OSHK together, the “**Overall Coordinators**”).

WHEREAS:

- (A) The Company has made an application for listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of Shares by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of Shares outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) CICCHKS is acting as the Sole Sponsor and the Sole Sponsor-OC. CICCHKS and OSHK are acting as the Overall Coordinators of the Global Offering.
- (C) The Investor and Guotai Haitong Securities Co., Ltd. will enter into a series of cross border delta-one OTC swap transactions (the “**OTC Swaps**”) with each other and with Shenzhen Yongxin Industrial Investment Partnership Enterprise (Limited Partnership) (深圳市永信实业投资合伙企业 (有限合伙)) (the “**Ultimate Client**”), pursuant to which Investor will hold the Investor Shares to be subscribed under this Agreement on a non-discretionary basis to hedge the OTC Swaps while the economic risks and returns of the underlying Investor Shares are passed to the Ultimate Client, subject to customary fees and commissions. The OTC Swaps will be fully funded by the Ultimate Client.
- (D) The Investor has agreed to enter into this Agreement and give certain representations, warranties and undertakings in consideration of the Company, the Sole Sponsor and the Overall Coordinators agreeing to be bound by the terms of this Agreement.

- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Sole Sponsor-OC and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

“**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;

“**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% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules (as defined below);

“**business day**” means any day (other than Saturday, Sunday or 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;

“**Capital Market Intermediary(ies)**” means the capital market intermediary(ies) appointed by the Company for the purpose of the Global Offering and shall have the meaning ascribed to such term in the Code of Conduct;

“**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 and/or acquisition of the Investor Shares in accordance with the terms and conditions of this Agreement;

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

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

“**Companies (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, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“**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 that represent the right to receive, such Relevant Shares, 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 incidents of ownership including beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences 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 disclosing or contracting to, or publicly announcing 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;

“**Economic Sanctions Law**” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

“**Fees Rules**” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

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

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

“**Governmental Authority**” means any governmental, inter-governmental, regulatory or administrative commission, board, body, department, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority (including without limitation, the Stock Exchange, the SFC and the CSRC), 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 from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

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

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

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

“**Indemnified Parties**” has the meaning given to it in clause 6.6, 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 Shares**” means the number of Shares to be subscribed for and/or acquired 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 Sponsor-OC;

“**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), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the 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 Guide” means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“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 or supplemented from time to time;

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

“OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury;

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;

“Overall Coordinators” has the meaning given to it in Recital(B);

“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;

“proprietary investment basis” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

“QIB(s)” has the meaning given to it in Recital (A);

“Regulation S” means Regulation S under the Securities Act;

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

“Relevant Shares” means the Investor Shares subscribed for and/or acquired 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);

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

“Sanctioned Person” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

- (a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;
- (b) that is, or is part of, a government of a Sanctioned Territory;
- (c) owned or controlled by, or acting on behalf of, any of the foregoing;
- (d) located, organized or resident in or operating from a Sanctioned Territory; or
- (e) otherwise targeted under any Economic Sanctions Laws;

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

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

“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 shares in the share capital of the Company having a nominal value of US\$0.000005 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

“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;

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

“Underwriters” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

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 or statutory provision 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(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators 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 Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators 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 Company and the Sole Sponsor-OC (on behalf of themselves and the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sole Sponsor-OC in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or 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(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators 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) the Offer Price having been agreed upon between the Company and the Sole Sponsor-OC (for itself and on behalf of the Capital Market Intermediaries and the Underwriters);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the Shares (including the Investor Shares) as well as other applicable waivers and approvals, including those in connection with the subscription by the Investor of the Investor Shares, and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

- (e) the respective representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and shall be (as of the Listing Date) accurate, true and complete in all respects and not misleading 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators 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 Overall Coordinators and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than thirty (30) days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators 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 representations, warranties, undertakings, acknowledgements and confirmations given by the Investor respectively 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 or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Sole Sponsor, or any of their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, advisors, agents and representatives to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Sole Sponsor, or their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, advisors, 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 or if the Offer Price is not within the indicative range set forth in the Public Documents.
- 4. CLOSING**
- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for and/or acquire the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators and/or their respective affiliates in their capacities as representatives of the international underwriters of the relevant portion of the

International Offering. Accordingly, the Investor Shares will be subscribed for and/or acquired contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that, in the opinion of the Company, the Overall Coordinators and the Sole Sponsor, the requirement under Rule 8.08(3) of the Listing Rules (stipulating that no more than 50% of the Shares in public hands can be beneficially owned by the three largest public shareholders of the Company) cannot be complied with on the Listing Date, the Company, the Overall Coordinators and the Sole Sponsor have the right to adjust the allocation of the number of Investor Shares to be subscribed for and/or acquired by the Investor in their sole and absolute discretion to ensure compliance with Rule 8.08(3) of the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit no later than one (1) 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 Overall Coordinators in writing no later than three (3) 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 Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later no later than one (1) business day prior to the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
- 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 Overall Coordinators 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 Overall Coordinators 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 or its beneficial owner(s) arising out of its failure to comply with its obligations under this Agreement). The Investor or its beneficial owner(s) 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 6.6.

- 4.6 None of the Company, the Overall Coordinators, the Sole Sponsor and/or their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, Sole Sponsor and their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors, associates, partners, agents and representatives 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 control of the Company, the Overall Coordinators, the Sole Sponsor and/or their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors, associates, partners, agents and representatives (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, epidemic or pandemic, outbreaks, escalation, mutation or aggravation of diseases or epidemics (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the COVID-19), calamity, crisis, economic or comprehensive sanctions, public disorder, explosion, earthquake, tsunami, volcanic eruption, outbreak or escalation of hostilities (whether or not war is declared), declaration of a regional, national or international emergency, economic sanctions, political change and/or unrest, paralysis in government operations, interruption or delay in transportation, 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, labour dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR AND THE ULTIMATE CLIENT

- 5.1 the Investor agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period of six (6) months starting from and inclusive of 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 convertible, exchangeable, exercisable or represents a right to receive any of the forgoing securities; (ii) agrees, enters or contracts into an agreement, or publicly announces an intention to enter into such a transaction; (iii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iv) except for the OTC Swaps, enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (v) agree, enter or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii), (iii) and (iv) above, in each case whether any of the foregoing transactions described in (i), (ii), (iii) and (iv) 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.

Subject to the above paragraph, the Investor agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that, at any time after the expiry of the Lock-up Period, in the event that the Investor enters into any transactions

to dispose of any Relevant Shares, or agrees, enters or contracts to, or announces an intention to enter into such transactions, the Investor (for itself or on behalf of its wholly-owned subsidiary) shall take commercially reasonable steps to ensure that such disposal would not create a disorderly and false market in the Shares and shall comply with all applicable Laws and regulations 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. The Company, the Overall Coordinators and the Sole Sponsor acknowledge that, after the expiry of the Lock-up Period specified herein, the Investor shall, subject to requirements under applicable Laws, be free to dispose of any Relevant Shares, provided that the Investor shall use all reasonable endeavours to ensure that any such disposal does not create a disorderly or false market in the Shares and is otherwise in compliance with all applicable Laws.

- 5.2 The Investor agrees, covenants with and undertakes to the Company, the Sole Sponsor and the Overall Coordinators that the Ultimate Client will remain invested in the relevant OTC Swap during the Lock-Up Period with substantially the same legal effect as Clause 5.1 above.
- 5.3 The Investor hereby confirms to the Company, the Overall Coordinators and the Sole Sponsor that the tenor of the OTC Swaps is equal to or longer than the Lock-up Period.
- 5.4 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sole Sponsor and the Overall Coordinators, (i) the aggregate holding (direct and indirect) of the Investor in the total issued share capital of the Company and (ii) the aggregate holding (direct and indirect) of the Ultimate Client and their respective close associates in the total issued share capital of the Company, shall, for the period commencing from the Listing Date up to six months after the Listing Date, 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.
- 5.5 The Investor agrees that the subscription of the Investor Shares under this Agreement is not on a proprietary investment basis and the Ultimate Client’s investment in the OTC Swaps are on a proprietary investment basis. The Investor agrees to, upon reasonable request by the Company, the Sole Sponsor and/or the Overall Coordinators, provide reasonable evidence to the Company, the Sole Sponsor and the Overall Coordinators showing that the Ultimate Client’s investment in the OTC Swaps is on a proprietary investment basis. Unless otherwise permitted by the Stock Exchange and in accordance with the Listing Rules, the Investor shall not, and shall procure that none of the Ultimate Client, the Investor’s and the Ultimate Client’s respective controlling shareholder(s), associates and their respective beneficial owners shall not apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares or otherwise agreed by the Company, the Overall Coordinators and the Sole Sponsor) or make an application for H Shares in the Hong Kong Public Offering.
- 5.6 Save for documentation relating to the OTC Swaps and the undertaking to be provided by the Ultimate Client to the Investor in connection with the representations, lock-up undertaking and other obligations of the Investor contemplated under this Agreement, the Investor, and the Ultimate Client and their respective affiliates, associates, directors, officers, employees, agents or representatives shall not accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable

paragraphs of Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) with the Company, the largest shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

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

- (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor, the Ultimate Client and the relationship and arrangements between the Parties contemplated by this Agreement and the OTC Swaps will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor and the Ultimate Client 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. In this connection, the Investor will furnish all such information the Overall Coordinators and the Sole Sponsor as is required for the purpose of facilitating the Overall Coordinators and the Sole Sponsor in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);
- (c) the information in relation to the Investor and the Ultimate Client as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Overall Coordinators and the Sole Sponsor may submit information about its subscription or purchase of the Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is

required under relevant laws, rules and regulations and/or requested by the Governmental Authority;

- (e) the Offer Price is to be determined solely and exclusively by the Company and the Sole Sponsor-OC (for itself and on behalf of the Capital Market Intermediaries and the Underwriters) in accordance with the terms and conditions of the Global Offering and the Investor and the Ultimate Client shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for and/or acquired by the Investor through the Overall Coordinators and/or their affiliates in their capacity as international representative of the international underwriters of the International Offering;
- (g) 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, the applicable Laws and this Agreement;
- (h) each of the Investor and the Ultimate Client is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;
- (i) 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 Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (j) the Company, the Sole Sponsor-OC and the Sole Sponsor can adjust the allocation of the number of Investor Shares in 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 Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, and (ii) the minimum public float requirement under Rule 8.08(1) of the Listing Rules;
- (k) 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;
- (l) none of the Company, the Overall Coordinators, the Sole Sponsor nor any of their respective subsidiaries, agents, directors, supervisors (where applicable), employees, staff, partners, representatives or affiliates nor any other party involved in the Global Offering shall take responsibility for any tax, legal, currency or other economic or other consequences for the acquisition of, or in relation to any dealings in, the Investor Shares;
- (m) the Investor Shares have not been, and it is not anticipated that the Investor Shares will 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 and applicable U.S. state securities laws, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

- (n) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (o) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and 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;
- (p) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (q) the Company has not been, and will not be, registered under the U.S. Investment Company Act of 1940, as amended, on the basis that the Company is not an investment company within the meaning of the U.S. Investment Company Act of 1940;
- (r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisors, staff, associates, partners, agents and representatives (the “**Authorized Recipients**”) and to the Ultimate Client on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares and/or OTC Swaps or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor, the Ultimate Client or any of their respective 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(r)) 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(r)) 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, the PRC, Hong Kong or any other applicable jurisdiction relevant to such dealing;

- (s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or the Ultimate Client and/or their respective representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or the Ultimate Client and/or their respective 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 and/or the Ultimate Client 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, the Ultimate Client and/or their respective representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, the Ultimate Client and/or their respective 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, the Ultimate Client and/or their respective 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 and/or the Ultimate Client, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor and/or the Ultimate Client in determining whether to invest in the Investor Shares or the OTC Swaps and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (t) this Agreement does not, collectively or separately, constitute an offer of securities for sale or a solicitation of an offer to buy or acquire any Shares or securities in the United States or any other jurisdictions in which such an offer or a solicitation would be unlawful;
- (u) the Investor and the Ultimate Client have been furnished with all information they deem necessary or desirable to evaluate the merits and risks of the acquisition of and/or subscription for the Investor Shares and have 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 of and/or subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all

documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (v) in making its investment decision, each of the Investor and the Ultimate Client has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor and/or the Ultimate Client by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, supervisors (where applicable), officers, employees, staff, 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 (where applicable), officers, employees, staff, 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 (where applicable), officers, employees, staff, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability of whatsoever and howsoever to the Investor, the Ultimate Client or their respective directors, supervisors (where applicable), officers, employees, staff, 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 Capital Market Intermediaries, other Underwriters and their respective directors, supervisors (where applicable), officers, employees, staff, 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, research and development, 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, staff, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor and/or the Ultimate Client as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, research and development, 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) each of the Investor and the Ultimate Client 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) each of the Investor and the Ultimate Client 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 tax, regulatory, financial, accounting, legal, currency, other economic considerations, and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor, the Capital Market Intermediaries or the Underwriters and none of the Company, the Overall Coordinators, the Sole Sponsor, the Capital Market Intermediaries or the Underwriters or their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, staff, partners, agents, advisors or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of 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 none of the Company, the Overall Coordinators, the Sole Sponsor, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives, or any other party involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, staff, advisors, agents or representatives to the Investor or the Ultimate Client will arise;
- (bb) the Company and the Sole Sponsor-OC 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 of Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (cc) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date;
- (dd) there are no other agreements in place between the Investor and/or the Ultimate Client and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Sole Sponsor on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement entered into by the Investor (if any) leading up to the Investor's subscription of the Investor Shares;

- (ee) neither the Investor nor the Ultimate Client has acquired the Investor Shares as a result of, and neither the Investor or the Ultimate Client or any of their respective affiliates nor any person acting on its or their behalf has engaged or will engage in (i) any directed selling efforts (within the meaning of Regulation S), or (ii) any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act), or (iii) in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) with respect to the Shares;
- (ff) 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; and
- (gg) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares.

6.2 The Investor further acknowledges, 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 is 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 and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (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 and regulations;
- (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 have not been invalidated, revoked, withdrawn, or set aside. None of the Approvals is subject to any condition precedent which has not been fulfilled or performed, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn, revoked or set aside. The Investor further agrees and undertakes to notify the Company, the Overall Coordinators and the Sole Sponsor forthwith if the Approvals cease 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, the performance by the Investor of this Agreement, the subscription for or acquisition of (as the case may be) the Investor Shares and the acceptance of the delivery of the Investor Shares will not contravene or result in a contravention by the Investor or the Ultimate Client of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or the Ultimate Client 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 or the Ultimate Client 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 the Ultimate Client or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor or the Ultimate Client;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for and/or acquisition of the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Sole Sponsor, to the Stock Exchange, the SFC, the CSRC and/or other governmental, public, monetary or regulatory authorities or bodies or securities exchange (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, the Ultimate Client and their ultimate beneficial owner(s), if any, and/or the person ultimately responsible for the giving of the instruction relating to the subscription or 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 for or 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 (including the OTC Swaps) 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, the Ultimate Client or their respective beneficial owner(s), if any, and associates on the one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by such Regulators. The Investor further authorizes the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates,

directors, supervisors (where applicable), officers, employees, staff, advisors, agents or representatives, to disclose the Investor-related Information or any other information relating to the transactions hereunder 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, in the case of the latter, 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 Professional Investor Treatment Notice in relation to its purchase of the Investor Shares hereunder (for the purpose of the Professional Investor Treatment Notice, references to **“you”** and **“your”** therein shall refer to and/or with effect with reference to the Investor and relating to the Investor, and references to **“we”** and **“our”** therein shall refer to and/or with effect with reference to the Overall Coordinators, the Capital Market Intermediaries and the Underwriters and/or their respective affiliates) and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Sole Sponsor, the Capital Market Intermediaries or the Underwriters in connection with the transactions contemplated thereunder;
- (l) the Investor and the Ultimate Client are not entitled to nominate any person to be a director or officer or supervisor of the Company as a result of the subscription of the Investor Shares under this Agreement;
- (m) (i) if subscribing for and/or acquiring for the Investor Shares in the United States, the Investor is a QIB; or (ii) if subscribing the Investor Shares outside the United States, the Investor 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 and/or acquiring the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) each of the Investor, Ultimate Client and their respective beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates: (i) to the Investor’s knowledge, is not a connected person (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for and/or acquisition of the Investor Shares shall not constitute a “connected transaction” (as defined in the Listing Rules) and will not result in the Investor, the Ultimate Client and their respective 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 the OTC Swaps will, immediately after the Closing, 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; (ii) has the financial capacity to meet all obligations arising under this Agreement and the OTC Swaps; (iii) to the Investor's knowledge, is not, directly or indirectly, financed, funded or backed by any one of the Company, its directors or chief executive, existing shareholders or subsidiaries, or their respective close associates (as defined in the Listing Rules) or any core connected person (as defined in the Listing Rules) of the Company and are not accustomed to take and have not taken any instructions from any one of the Company, its directors or chief executive, existing shareholders, subsidiaries, or their respective close associates (as defined in the Listing Rules), or such core connected person in relation to the acquisition, disposal, voting or other disposition of securities of the Company, provided for the avoidance of doubt that subscription for a fund managed by the Ultimate Client at commercially reasonable prices and conditions shall not amount to financing, funding or backing Ultimate Client and any such subscriber shall not be deemed to have a connected relationship with Ultimate Client by virtue of such subscription; and (iv) to the Investor's knowledge, have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing;

- (p) to the best knowledge of the Investor, each of the Investor, the Ultimate Client, their respective beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the Capital Market Intermediaries, the Underwriters of the Global Offering, the lead broker or any distributors. 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;
- (q) to the Investor's knowledge, none of the Investor and the Ultimate Client is a director, supervisor or existing shareholder of the Company or their close associates or a nominee of any of the foregoing;
- (r) the Investor and the Ultimate Client have 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;
- (s) neither the Investor nor its directors, officers, employees or agents is a Sanctioned Person;
- (t) the subscription for and/or acquisition of the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Listing Guide, as well as any other provisions of the Listing Rules, all relevant guidelines issued by the SFC and the Stock Exchange and all applicable Laws and regulations of the Governmental Authority (as updated or amended from time to time) and will refrain from

acting in any manner that would cause the Company, the Overall Coordinators and/or the Sole Sponsor to be in breach of such provisions;

- (u) neither the Investor nor any of its affiliates, directors, supervisors (where applicable), officers, employees, staff, associates, advisors, partners, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter or otherwise, from the Company, any member of the Group, or any of their respective affiliates, directors, supervisors (where applicable), officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Listing Guide (as updated or amended from time to time);
- (v) the Investor is not subscribing for and/or acquiring the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, its subsidiaries or connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, the Capital Market Intermediaries or by any one of the Underwriters of the Global Offering; to the Investor's knowledge, 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;
- (w) except as provided for in this Agreement and the OTC Swaps, none of the Investor and the Ultimate Client has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (x) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing, none of the Investor, its beneficial owner(s) and/or associates has entered into, or will enter into, any swap arrangement or other financial or investment product involving the Investor Shares;
- (y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) has been or will be entered into or made between the Investor or the Ultimate Client or their respective affiliates, directors, supervisors (where applicable), officers, employees or agents on the one hand and the Company, any member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents on the other hand;
- (z) the investment in the OTC Swaps by the Ultimate Client will be fully funded by the Ultimate Client and the Investor has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement. If the information on fund sources is untrue, the Company, the Sole Sponsor, and the Overall Coordinator shall have the right to terminate this Agreement and claim compensation for any losses incurred;
- (aa) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators, 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;
- (bb) save as disclosed to the Company, the Sole Sponsor and the Overall Coordinators, none of the Investor or the Ultimate Client and any of their respective close associates has applied or will apply for or place an order

through the book-building process or Hong Kong Public Offering for any Shares under the Global Offering other than pursuant to this Agreement and/or in compliance with Chapter 4.15 of the Listing Guide; and

- (cc) the aggregate holding (direct or indirect) of the Investor and its close associates (having the meaning under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange.

- 6.3 The Investor represents and warrants to the Company, the Overall Coordinators 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 Overall Coordinators and the Sole Sponsor 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, the name of the Ultimate Client 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to the Ultimate Client, the OTC Swaps and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure its compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including without limitation the Stock Exchange, the SFC and the CSRC.
- 6.4 The Investor hereby agrees that after reviewing the description in relation to it, the Ultimate Client and the groups of companies of which any of them 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 or deceptive.
- 6.5 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Sole Sponsor, the Capital Market Intermediaries, the Underwriters, and their respective subsidiaries, agents, affiliates and advisors, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations and acknowledgements therein ceases to be accurate and complete or becomes misleading

in any respect, whereupon the Company and the Overall Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

- 6.6 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, the Capital Market Intermediaries 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 well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, advisors, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, charges, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party (the “**Losses**”) in connection with the subscription and/or acquisition of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor, the Ultimate Client or their respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates, advisors, or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may, directly or indirectly, 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, provided that the indemnity in this clause 6.5 shall not apply to the extent any Loss caused solely and directly by the fraud, wilful misconduct or gross negligence of such Indemnified Party.
- 6.7 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.5 and 6.6 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date, and shall survive the execution and performance of this Agreement and the closing of the Global Offering.
- 6.8 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
 - (c) subject to payment in accordance with clause 4.2 and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 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;
 - (d) none of the Company and its controlling shareholder, any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees, staff, advisors, representatives, associates, partners and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Listing

Guide (as updated or amended from time to time)) with any of the Investor, the Ultimate Client or their respective or its affiliates, directors, supervisors (where applicable), officers, employees, staff, advisors, representatives, associates, partners 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 (where applicable), officers, employees, staff, advisors, representatives, associates, partners 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.

6.9 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, 4.5, 4.6 and 6.5;
- (b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor or the Investor's wholly-owned subsidiary (including a material breach of the representations, warranties, undertakings and confirmations by the Investor and/ or the Ultimate Client 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 clauses 8.1, 8.2, 10, 11, 12 and 14 which shall survive the termination of this Agreement) and the rights and liabilities of the Parties hereunder 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, clause 6.6 shall survive the termination of this Agreement in all circumstances. 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, and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, 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 are subject, and the background of the Investor and the Ultimate Client and the relationship

between the Company and the Investor and the Ultimate Client may be described in the Public Documents to be issued by the Company and marketing, roadshow materials and other announcements or displayed documents 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, supervisors (where applicable), 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, supervisors (where applicable), 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, supervisors (where applicable), 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 without limitation 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 or the Ultimate Client, except where the Investor shall have consulted the Company, the Overall Coordinators 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 endeavours 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 and the Ultimate Client prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor to ensure that all references to it and the Ultimate Client in such Public Documents are true, complete, accurate and not misleading or deceptive 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 Overall Coordinators and the Sole Sponsor and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Sole Sponsor) to (i) update the description of the Investor and the Ultimate Client in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Sole

Sponsor and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including without limitation 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 9.2 to the following addresses:

If to the Company, to:

Address: No. 1166, Mingguang North Road, Jiangshan Town, Yinzhou District, Ningbo, Zhejiang Province, PRC

Email: zhaonanyan@mail.aux-home.com

Attention: Ms. ZHAO Nanyan

If to the Investor, to:

Address: Room 1506-08,15/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong

Facsimile: +852 3183 1107

Email: xavierxu@gtht.com

Attention: Xu Kexing

If to CICCHKS, to:

Address: 29/F One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

Facsimile: +852 2872 2100

Email: ib_dqh@cicc.com.cn

Attention: Project Aux Deal Team

If to OSHK, to:

Address: 28th and 29th Floor, 100 Queen's Road Central, Hong Kong

Facsimile: +852 2259 9211

Email: project.DQH@dfzq.com.hk

Attention: Remy Xu

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or sent by facsimile or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, 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 facsimile, on receipt of confirmation of transmission and if sent by pre-paid post, (in the absence of evidence of earlier receipt) forty-eight (48) hours after it was posted (or six (6) 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 Save for manifest error, calculations and determinations made in good faith by the Company, the Overall Coordinators and the Sole Sponsor shall be conclusive and binding with respect to the number of Investor Shares, the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 for the purposes of this Agreement.
- 10.3 The obligations of each of the Sole Sponsor and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Sole Sponsor or the Overall Coordinators will be liable for any failure on the part of any of the other Sole Sponsor or Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or any other Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, the Sole Sponsor and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the Sole Sponsor or other Overall Coordinator, to the extent permitted by applicable Laws.
- 10.4 Each of the Overall Coordinators 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 Overall Coordinators and Sole Sponsor shall, severally and not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.5 The Investor, the Company, the Overall Coordinators 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 and the transactions contemplated under this Agreement.
- 10.6 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. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.
- 10.7 This Agreement will be executed in the English language only.
- 10.8 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.

- 10.9 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.
- 10.10 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.
- 10.11 Other than the non-disclosure agreement entered into by the Investor (if any), 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.
- 10.12 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.6 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 10.12(a).
- 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 Overall Coordinators 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.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

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 (“**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 the laws of Hong Kong. There shall be three (3) 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.

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

FOR AND ON BEHALF OF:

为及代表

Aux Electric Co., Ltd.

奥克斯电气有限公司

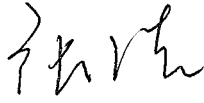
By:



Name: ~~XIN~~ Ning
姓名: 忻宁
Title: Executive Director
职务: 执行董事

**FOR AND ON BEHALF OF:
GUOTAI JUNAN INVESTMENTS (HONG KONG) LIMITED**

By:

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

Name: ZHANG Hao

Title: Director

FOR AND ON BEHALF OF:

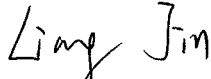
為及代表

CHINA INTERNATIONAL CAPITAL CORPORATION

HONG KONG SECURITIES LIMITED

中國國際金融香港證券有限公司

By:



Name: Jin Liang

姓名：梁錦

Title: Managing Director

職務：董事總經理

**FOR AND ON BEHALF OF:
ORIENT SECURITIES (HONG KONG) LIMITED**

By:



Name: Wang Kwan Ho
Title: Managing Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar 100.0 million (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 200 Shares).

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for and/or acquired 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 circumstances 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-OC and the Company can adjust the allocation of the number of Investor Shares in 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 Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, or (ii) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange. In addition, the Sole Sponsor-OC and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2
PARTICULARS OF THE INVESTOR AND THE ULTIMATE CLIENT

The Investor

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	059253
Business registration number:	20876790
LEI number:	254900MRHYM4F24K2195
Business address and telephone number and contact person:	Room 1506-08,15/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong (31831109)
Principal activities:	Trading and investment
Ultimate controlling shareholder(s):	Guotai Haitong Securities Co., Limited
Place of incorporation of ultimate controlling shareholder(s):	People's Republic of China
Business registration number and LEI number of ultimate controlling shareholder(s):	9131000063159284XQ, 300300E1005431000017
Principal activities of ultimate controlling shareholder(s):	Securities
Shareholder and interests held:	Guotai Junan Financial Holdings Limited, 100%
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

The Ultimate Client

Place of incorporation:	Shenzhen, Guangdong Province, China
Certificate of incorporation number:	None
Business registration number:	91440300MA5F66WG3R

Business address and telephone number and contact person:	Room 1013, Angel Building, 4th Bagua Road, Futian District, Shenzhen, Guangdong Province, China (86)15118026599, Meijun Huang
Principal activities:	Business Service
Ultimate controlling shareholder(s):	Hainan Yongcheng No.10 Private Equity Investment Fund Partnership (Limited Partnership)
Place of incorporation of ultimate controlling shareholder(s):	Room C913, Building 2, Bonded Port Area, Xinyingwan District, Yangpu Economic Development Zone, Hainan Province, China
Business registration number of ultimate controlling shareholder(s):	91460000MAA92CRK2D
Principal activities of ultimate controlling shareholder(s):	Engaging in equity investment, investment management, asset management and other activities through private equity funds
Shareholder and interests held:	23.03%
Description of the Investor and the Ultimate Client for insertion in the Prospectus:	<p>Guotai Junan Investments (Hong Kong) Limited (“GTINV”) and Guotai Haitong Securities Co., Ltd. (“GTHT”) will enter into a series of cross border delta-one OTC swap transactions (the “Shenzhen Yongxin OTC Swaps”) with each other and with Shenzhen Yongxin Industrial Investment Partnership Enterprise (Limited Partnership) (the “GTHT Ultimate Client (Shenzhen Yongxin)”), pursuant to which GTINV will hold the Offer Shares on a non-discretionary basis to hedge the Shenzhen Yongxin OTC Swaps while the economic risks and returns of the underlying Offer Shares are passed to the GTHT Ultimate Client (Shenzhen Yongxin), subject to customary fees and commissions. The Shenzhen Yongxin OTC Swaps will be fully funded by the GTHT Ultimate Client (Shenzhen Yongxin). During the terms of the Shenzhen Yongxin OTC Swaps, all economic returns of the Offer Shares subscribed by GTINV will be passed to the GTHT Ultimate Client (Shenzhen Yongxin) and all economic loss shall be borne by the GTHT Ultimate Client (Shenzhen Yongxin) through the Shenzhen Yongxin OTC Swaps, and GTINV will not take part in any economic return or bear any economic loss in relation to the Offer Shares. The Shenzhen Yongxin OTC Swaps are linked to the Offer Shares and the GTHT Ultimate Client (Shenzhen Yongxin) may, after expiration of the lock-up period beginning from the date of the cornerstone agreement entered into between GTINV and the Company and ending on the date which is six months from the Listing Date, request to early terminate the Shenzhen Yongxin</p>

OTC Swaps at their own discretions, upon which GTINV may dispose of the Offer Shares and settle the Shenzhen Yongxin OTC Swaps in cash in accordance with the terms and conditions of the Shenzhen Yongxin OTC Swaps. Despite that GTINV will hold the legal title of the Offer Shares by itself, it will not exercise the voting rights attaching to the relevant Offer Shares during the terms of the Shenzhen Yongxin OTC Swaps according to its internal policy. To the best of GTINV's knowledge having made all reasonable inquiries, the GTHT Ultimate Client (Shenzhen Yongxin) is an independent third party of GTINV, GTHT and the companies which are members of the same group of GTHT.

Guotai Junan Investments (Hong Kong) Limited is a Hong Kong incorporated company. Its principal business activities are trading and investments. It is indirectly wholly owned by Guotai Haitong Securities Co., Ltd., a leading securities firm in China with its shares dually listed in both Shanghai (SSE:601211) and Hong Kong (HKEX:2611).

Shenzhen Yongxin Industrial Investment Partnership Enterprise (Limited Partnership) is a limited partnership focusing on the fields of industrial investment, commercial services, and resource integration. Founded in 2018, the limited partner holding the highest partnership interest (23.03%) is Hainan Yongcheng No. 10 Private Equity Investment Fund Partnership (Limited Partnership) (“**Hainan Yongcheng**”). There is no individual holding more than 30% partnership interest in Hainan Yongcheng. In addition, GTHT Ultimate Client (Shenzhen Yongxin) has five other limited partners, and its general partner is Shenzhen Yixin Investment Industrial Partnership (Limited Partnership) (“**Shenzhen Yixin**”). With more than seven years of investment experience, GTHT Ultimate Client (Shenzhen Yongxin) has an asset under management (AUM) of RMB 35 million (excluding this cornerstone investment). The general partner (Shenzhen Yixin) authorizes Wu Yongping (吴永平) to act on its behalf. Mr. Wu, acting as the actual controller of GTHT Ultimate Client (Shenzhen Yongxin), has more than 10 years of investment experience. There is no partner who owns 30% or more in GTHT Ultimate Client (Shenzhen Yongxin). Shenzhen Yongxin Industrial Investment Partnership Enterprise (Limited Partnership) is an Independent Third Party.

SCHEDULE 3
Professional Investor Treatment Notice

PART A – INSTITUTIONAL INVESTOR TREATMENT NOTICE

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 Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, we are automatically exempted from certain requirements under the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), we 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 we are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
 - (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 or the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
 - (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.
3. You agree and acknowledge that we 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 – CORPORATE PROFESSIONAL INVESTOR TREATMENT NOTICE

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 the trust or trusts of which it acts as a trustee with total assets of not less than HKD\$40 million or its equivalent in any foreign currency at the relevant date or:
 - (A) as stated in the most recent audited financial statement prepared:
 - (I) in respect of the trust corporation; and
 - (II) within 16 months before the relevant date;
 - (B) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared:
 - (I) in respect of the trust or any of the trusts; and
 - (II) within 16 months before the relevant date; or
 - (C) as ascertained by referring to one or more custodian statements issued to the trust corporation:
 - (I) in respect of the trust or any of the trusts; and
 - (II) within 12 months before the relevant date;
- (ii) any corporation or partnership having:
 - (A) a portfolio of not less than HKD\$8 million or its equivalent in any foreign currency, or
 - (B) total assets of not less than HKD\$40 million or its equivalent in any foreign currency,
at the relevant date or as ascertained by referring to:
 - (C) the most recent audited financial statement prepared:
 - (I) in respect of the corporation or partnership (as the case may be);
and
 - (II) within 16 months before the relevant date; or
 - (D) one or more custodian statements issued to the corporation or partnership (as the case may be) within 12 months before the relevant date; and
- (iii) any corporation the sole business of which at the relevant date is to hold investments and which is wholly owned by any one or more of the following persons:

- (A) a trust corporation that falls within the description in paragraph (i);
 - (B) an individual who, either alone or with any of his associates on a joint account, falls within the description in Section 3(b) of the Professional Investor Rules;
 - (C) a corporation that falls within the description in paragraph (ii);
 - (D) a partnership that falls within the description in paragraph (ii).
- 2. We have made an assessment on you in accordance with Paragraph 15.3A of the Code (“**CPI Assessment**”) and concluded that:
 - (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above and satisfy the criteria under the CPI Assessment. In particular that you have the appropriate corporate structure and investment process and controls, the person/s responsible for making investment decisions on behalf of you has/have sufficient investment background, and you are aware of the risks involved in relation to the relevant products and/or markets to be invested in under this Agreement.

OR

- (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above but *do not* satisfy the criteria under the CPI Assessment.
- 3. Where paragraph 2(a) is applicable, 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 we 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 we are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
 - (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 or 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;

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 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.

- 4. Where paragraph 2(b) is applicable, you consent to being treated as a Professional Investor, understand the risks and consequences of consenting to being treated as a Professional Investor and agree that we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

4.1 Information for client

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about the business or 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 Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
- 5. 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 us.
 - 6. You agree and acknowledge that we 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 – INDIVIDUAL PROFESSIONAL INVESTOR TREATMENT NOTICE

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

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- (i) any individual, either alone or with any of his associates on a joint account, having a portfolio of not less than HKD\$8 million or its equivalent in any foreign currency at the relevant date or:
 - (A) as stated in a certificate issued by an auditor or a professional accountant of the individual within 12 months before the relevant date; or
 - (B) as ascertained by referring to one or more custodian statements issued

to the individual (either alone or with the associate) within 12 months before the relevant date.

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 we 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 or 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 NASDAQ – Amex Pilot Program (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 us.
4. You agree and acknowledge that we 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 we 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 we may ask you to sign and no statement we may ask you to make derogates from this paragraph 5 of Part C of this Schedule 3.

Executed

DATED August 21, 2025

AUX ELECTRIC CO., LTD.
(奥克斯电气有限公司)

THE CONTROLLING SHAREHOLDERS
(named in SCHEDULE 1)

CHINA INTERNATIONAL CAPITAL CORPORATION
HONG KONG SECURITIES LIMITED

THE HONG KONG UNDERWRITERS
(WHOSE NAMES APPEAR IN SCHEDULE 2)

HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of initially
10,358,200 shares in the share capital of

AUX ELECTRIC CO., LTD.
(奥克斯电气有限公司)

being part of a global offering of initially
207,161,200 Shares (subject to the Offer Size Adjustment Option and the Over-Allotment
Option)

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THIS AGREEMENT is made on August 21, 2025

AMONG:

- (1) **AUX ELECTRIC CO., LTD. (奥克斯电气有限公司)**, an exempted company with limited liability incorporated in the Cayman Islands, whose registered office is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. (the “**Company**”);
- (2) **THE CONTROLLING SHAREHOLDERS** whose names and addresses are set out in **SCHEDULE 1** (the “**Controlling Shareholders**”);
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”); and
- (4) **THE HONG KONG UNDERWRITERS** whose respective names and addresses are set out in **SCHEDULE 2** (the “**Hong Kong Underwriters**”).

RECITALS:

- (A) The Company was incorporated in the Cayman Islands as an exempted company with limited liability on October 23, 2024 and was registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on January 15, 2025. As at the date of this Agreement, the Company has an authorised share capital of US\$50,000 with a nominal value of US\$0.000005 each.
- (B) As at the date of this Agreement, the Controlling Shareholders controlled approximately 96.36% of voting rights in the Company.
- (C) The Company is proposing to obtain a listing for its Shares on the Stock Exchange by way of the Global Offering comprising:
 - (a) a Hong Kong Public Offering, comprising an offer for subscription of the Hong Kong Offer Shares to be issued by the Company, in respect of which this Agreement is being entered into; and
 - (b) an International Offering, comprising an offer for subscription of the International Offer Shares to be issued by the Company.
- (D) CICC has been appointed as the Sole Sponsor and the Sole Sponsor-OC in connection with the Global Offering.
- (E) The Sole Sponsor has made applications on behalf of the Company on January 15, 2025 and July 16, 2025 to the Listing Division of the SEHK for the listing of, and permission to deal in the Shares on the Main Board of SEHK.
- (F) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (G) The Company and the Controlling Shareholders have agreed to give the representations, warranties, undertakings and indemnities set out herein in favour of the Sole Sponsor and the Underwriting Parties.

- (H) The Company has appointed Tricor Investor Services Limited to act as its Hong Kong share registrar for the Shares and to provide services in connection with the processing of applications under the Hong Kong Public Offering.
- (I) The Company has appointed Bank of China (Hong Kong) Limited as the Receiving Bank for the Hong Kong Public Offering and Bank of China (Hong Kong) Nominees Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.
- (J) The Company, the Controlling Shareholders, the Sole Sponsor-OC and the International Underwriters, among others, intend to enter into the International Underwriting Agreement for the underwriting of the International Offering by the International Underwriters (severally, and not jointly or jointly and severally) subject to the terms and conditions set out therein.
- (K) The Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Sole Sponsor-OC (for itself and on behalf of the International Underwriters) at its sole and absolute discretion, to require the Company to allot and issue up to an aggregate of 31,074,000 Shares, representing not more than 15% of the number of Offer Shares initially available under the Global Offering (assuming the Offer Size Adjustment Option is not exercised at all) or up to an aggregate of 35,735,200 Shares, representing not more than 15% of the number of Offer Shares initially available under the Global Offering (assuming the Offer Size Adjustment Option is exercised in full), subject to and on the terms and conditions of the International Underwriting Agreement.
- (L) The Company has an Offer Size Adjustment Option under this Agreement, which is exercisable by the Company with the prior written agreement between the Company and the Sole Sponsor-OC (for itself and on behalf of the Underwriters) on or before the execution of the Price Determination Agreement and will lapse immediately thereafter. Upon the exercise of the Offer Size Adjustment Option, the Company may issue up to 31,074,000 additional Offer Shares (representing approximately 15.0% of the Offer Shares initially available under the Global Offering) at the Offer Price.
- (M) At a meeting of the Board held on January 13, 2025, resolutions were passed pursuant to which, inter alia, the Directors approved, and Mr. Xin Ning was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (N) Written resolutions of the shareholders of the Company were passed on August 20, 2025, approving the Global Offering and the issue of Shares pursuant thereto.
- (O) The Company has filed the required documents with the CSRC, and has received a filing notice from the CSRC dated July 14, 2025, confirming the completion of the filing procedures pursuant to the new filing regime introduced by the new regulations on filing for the Global Offering and the application for listing of the Shares on the SEHK.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

“Acceptance Date” means August 28, 2025, being the date on which the Application Lists close in accordance with the provisions of **Clause 4.4**;

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

“Admission” means the grant by the SEHK of the listing of, and permission to deal in, the Shares on the Main Board of the SEHK (including any additional Shares to be issued pursuant to any exercise of the Offer Size Adjustment Option and the Over-allotment Option);

“affiliate” means in relation to any person, any other person which is the holding company of such person, or which is a subsidiary of such person or 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 and, for the purposes of the foregoing, **“control”** means the power, directly or indirectly, to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and **“controlling”**, **“controlled by”** and **“under common control with”** shall be construed accordingly;

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

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

“Application Proof” means the application proofs of the prospectus of the Company posted on the SEHK’s website at <http://www.hkexnews.hk> on January 15, 2025 and July 16, 2025;

“Approvals and Filings” means any approvals, licences, consents, authorisations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, declarations and/or filings;

“Articles of Association” means the articles of association of the Company approved by a written shareholders’ resolution and written resolution of the Directors of the Company on August 20, 2025, in the agreed form;

“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, foreign or supranational;

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

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

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

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

“CMIs” or “Capital Market Intermediaries” means CICC, OSHK, ABCI Capital Limited, ABCI Securities Company Limited, ICBC International Securities Limited and Futu Securities International (Hong Kong) Limited;

“Code” has the meaning ascribed to it in **Clause 3.11**;

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

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

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

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

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

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

“CSRC” means the China Securities Regulatory Commission of the PRC;

“CSRC Archive Rules” means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

“CSRC Filing Notice” means the filing notice from the CSRC dated July 14, 2025 confirming the completion of the procedures for the filing for, among other things, the Global Offering and the making of the application to list the Shares on the Stock Exchange;

“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 (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

“CSRC Filing Report” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on January 16, 2025 pursuant to Article 13 of the CSRC Filing Rules;

“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” of the Hong Kong Prospectus;

“Disclosure Package” shall have the meaning ascribed to it in the International Underwriting Agreement;

“Encumbrance” means any mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, right of pre-emption or other third party claim, right, interest or preference or any other encumbrance of any kind;

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder;

“Extreme Conditions” means extreme conditions as announced by the government of Hong Kong in the case where a super typhoon or other natural disaster of a substantial scale with serious extreme and widespread impact, such as large-scale power outage, extensive flooding, major landslides and serious obstruction of public transport services ;

“Final Offering Circular” shall have the meaning ascribed to it in the International Underwriting Agreement;

“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 11, 2025 and entered into between the Company and HKSCC;

“First Six-Month Period” has the meaning ascribed to it in **Clause 9.1**;

“Formal Notice” means the press announcement in agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules;

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

“Group” means the Company and its subsidiaries, and the expression **“member of the Group”** shall be construed accordingly;

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

“HK eIPO White Form” means the application for Hong Kong Offer Shares to be issued in the applicant’s own name, submitted online through the designated website at www.hkeipo.hk;

“HK eIPO White Form Service Provider” means the **HK eIPO White Form** service provider designated by our Company as specified on the designated website at www.hkeipo.hk;

“HKIAC” has the meaning ascribed to it in **Clause 16.2**;

“HKSCC” means Hong Kong Securities Clearing Company Limited;

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

“Hong Kong Offer Shares” means the 10,358,200 Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation, and the Offer Size Adjustment Option as provided in **Clauses 2.6, 2.7, 4.11 and 4.12**, as applicable;

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

“Hong Kong Prospectus Date” means the date of issue of the Hong Kong Prospectus, which is expected to be on August 25, 2025;

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

“Hong Kong Public Offering Applications” means applications to subscribe for Hong Kong Offer Shares made online through the HK eIPO White Form service at www.hkeipo.hk, or through HKSCC EIPO channel to electronically cause HKSCC Nominees Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms of the Hong Kong Public Offering Documents, including for the avoidance of doubt Hong Kong Underwriters’ Applications;

“Hong Kong Public Offering Documents” means the Hong Kong Prospectus and the Formal Notice;

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

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

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

“Hong Kong share registrar” means Tricor Investor Services Limited;

“Hong Kong Underwriter(s)” means the persons set forth in **SCHEDULE 2**;

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

“Incentive Fee” has the meaning ascribed to it in **Clause 6.1**;

“Indemnified Parties” means (i) the Sole Sponsor, 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; (ii) their respective directors, supervisors, officers, members and employees; (iii) their respective subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in **Clause 3.9**; (iv) all directors, supervisors, officers, members, employees, representatives and agents of their respective subsidiaries, head offices and branches, associates and affiliates directly or indirectly involved in the Global Offering; and (v) the successors and assigns of all of the foregoing persons, and **“Indemnified Party”** means any of them;

“Indemnifying Parties” has the meaning ascribed to it in **Clause 12.1**;

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

“Internal Control Consultant” means Ernst & Young (China) Advisory Limited, the internal control consultant to the Company;

“International Offer Shares” means 196,803,000 Shares initially being offered by the Company for subscription under the International Offering, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement and the Offer Size Adjustment Option, together with the Option Shares;

“International Offering” means the offering through the International Underwriters or their respective affiliates 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 within the United States to qualified institutional buyers in reliance on Rule 144A or any other exemption from the registration requirements under the Securities Act upon and subject to the terms and conditions of the International Underwriting Agreement and the Final Offering Circular;

“International Offering Full or Over-subscription” has the meaning ascribed to it in **Clause 4.11.2**;

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

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

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering to be entered into by, among others,

the Company, the Controlling Shareholders, the Sole Sponsor, the Sole Sponsor-OC and the International Underwriters;

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

“Joint Bookrunners” means CICC, OSHK, ABCI Capital Limited, ICBC International Securities Limited and Futu Securities International (Hong Kong) Limited, being the joint bookrunners of the Global Offering;

“Joint Global Coordinators” means CICC, OSHK and ABCI Capital Limited, being the joint global coordinators of the Global Offering;

“Joint Lead Managers” means CICC, OSHK, ABCI Securities Company Limited, ICBC International Securities Limited and Futu Securities International (Hong Kong) Limited, being the joint lead managers of the Global Offering;

“judgement currency” has the meaning ascribed to it in **Clause 17.10**;

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

“Listing Committee” means the listing committee of the SEHK;

“Listing Date” means the first day on which the Shares commence trading on the Main Board of the SEHK (which is expected to be on September 2, 2025);

“Listing Rules” means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the listing decisions, guidelines (including the Guide for New Listing Applicants published by the Stock Exchange), guidance letters, and other requirements of the SEHK, as amended, supplemented or otherwise modified from time to time;

“Material Adverse Effect” means a material adverse effect or any development involving a prospective material adverse effect, on or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits, losses, earnings, solvency, liquidity position, funding, results of operations, position or condition, financial, operational or otherwise, or performance of the Group, taken as a whole;

“Nominee” means Bank of China (Hong Kong) Nominees Limited;

“OC Announcement” means the announcements dated January 15, 2025 and July 16, 2025 setting out the name(s) of the Overall Coordinators appointed by the Company in connection with the Global Offering;

“Offer Price” means the final price per Share (exclusive of the Brokerage, the Trading Fee and the Transaction Levies) at which the Offer Shares are to be subscribed under the Global Offering, to be determined in accordance with **Clause 2.5**;

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

“Offer Size Adjustment Option” means the option that the Company has under this Agreement which is exercisable by the Company with the prior written agreement between the Company and the Sole Sponsor-OC (for itself and on behalf of the Underwriters) on or before the execution of the Price Determination Agreement, pursuant to which the Company may issue and allot up to an aggregate of 31,074,000 additional Offer Shares (representing approximately 15.0% of the Offer Shares initially available under the Global Offering) at the Offer Price;

“Offer Size Adjustment Option Shares” means up to an aggregate of 31,074,000 additional Shares which may be issued and allotted under the Offer Size Adjustment Option;

“Offering Documents” means the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Final Offering Circular, the OC Announcement and any other documents, materials or information made, issued, given, released 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;

“Offer Related Documents” has the meaning ascribed to it in **Clause 11.1.2(a)**;

“Operative Documents” means the Price Determination Agreement, the Receiving Bank Agreement, the Hong Kong Share Registrar Agreement, the Cornerstone Investment Agreements, the FINI Agreement and the Stock Borrowing Agreement;

“Option Shares” means up to an aggregate of 31,074,000 additional Shares (assuming the Offer Size Adjustment Option is not exercised at all) or up to an aggregate of 35,735,200 additional Shares (assuming the Offer Size Adjustment Option is exercised in full) to be issued by the Company pursuant to the Over-allotment Option at the Offer Price;

“Over-allotment Option” means the option to be granted under the International Underwriting Agreement by the Company to the International Underwriters, exercisable by the Sole Sponsor-OC (for itself and on behalf of the International Underwriters), pursuant to which the Company may be required to allot and issue up to an aggregate of 31,074,000 additional Shares (assuming the Offer Size Adjustment Option is not exercised at all) or up to an aggregate of 35,735,200 additional Shares (assuming the Offer Size Adjustment Option is exercised in full) as may be necessary to, among other things, cover over-allocations made in connection with the International Offering, on and subject to the terms of the International Underwriting Agreement;

“Overall Coordinators” means CICC and OSHK;

“PHIP” means the post hearing information pack of the Company posted on the SEHK’s website at www.hkexnews.hk on August 12, 2025;

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

“Preliminary Offering Circular” means the preliminary offering circular dated August 25, 2025 issued by the Company in relation to the International Offering 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);

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

“Price Determination Date” means the date on which the Offer Price is fixed for the purposes of the Global Offering in accordance with **Clause 2.5**, which is expected to be on or about August 29, 2025;

“Proceedings” has the meaning ascribed to it in **Clause 12.1**;

“rate of exchange” has the meaning ascribed to it in **Clause 17.10**;

“Receiving Bank” means Bank of China (Hong Kong) Limited;

“Receiving Bank Agreement” means the agreement dated August 21, 2025 entered into between the Company, the Receiving Bank, the Sole Sponsor, the Sole Sponsor-OC, the Nominee and the Hong Kong share registrar;

“Registrar Agreement” means the agreement dated August 18, 2025 entered into between the Company and the Hong Kong share registrar;

“Related Public Information” has the meaning ascribed to it in **Clause 12.1.1**;

“Relevant Jurisdiction” has the meaning ascribed to it in **Clause 11.1.1(a)**;

“Renminbi” or **“RMB”** means Renminbi, the lawful currency of the PRC;

“Reporting Accountants” means Ernst & Young;

“Rules” has the meaning ascribed to it in **Clause 16.2**;

“Second Six-Month Period” has the meaning ascribed to it in **Clause 9.1**;

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

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

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

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

“Shares” means ordinary shares with par value of US\$0.000005 each in the share capital of the Company;

“Sole Sponsor” means CICC, being the Sole Sponsor of the Company’s listing of Shares on the SEHK;

“Sole Sponsor-OC” means CICC;

“Sponsor and Sponsor-OC Engagement Letter” means the engagement letter entered into between the Company and CICC dated October 29, 2024;

“Stabilising Manager” has the meaning ascribed to it in **Clause 7.1**;

“Stock Borrowing Agreement” means the Stock Borrowing Agreement to be entered into between CICC (as the borrower) and AUX Holdings Group Co., Ltd. (as the lender), according to which CICC may borrow up to 31,074,000 additional Shares (assuming the Offer Size Adjustment Option is not exercised at all) or up to 35,735,200 additional Shares (assuming the Offer Size Adjustment Option is exercised in full) from AUX Holdings Group Co., Ltd. to settle the over-allocation in the International Offering;

“subsidiaries” means the subsidiaries of the Company within the meaning of the Companies Ordinance, and **“subsidiary”** means any one of them;

“Taxation” or **“Taxes”** means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Authority and all forms of taxation, whenever created, imposed or arising and whether of Hong Kong, the PRC, the Cayman Islands and the United States or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, 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 Authorities whether of Hong Kong, the PRC, the Cayman Islands and the United States or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

“Termination Time” has the meaning ascribed to it in **Clause 11.1**;

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

“Transaction Levies” means the SFC transaction levy at the rate of 0.0027% of the Offer Price and AFRC transaction levy at the rate of 0.00015%;

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

“Underwriting Commission” has the meaning ascribed to it in **Clause 6.1**;

“Underwriting Parties” means 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;

“Unsold Hong Kong Offer Shares” has the meaning ascribed to it in **Clause 4.6**;

“US” or **“United States”** means the United States of America;

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

“Warranties” means the representations, warranties, agreements and undertakings of (a) the Warrantors as set out in **Part A** of **SCHEDULE 2**, and (b) the Controlling Shareholders as set out in **Part B** of **SCHEDULE 3**; and

“Warrantors” means the Company and the Controlling Shareholders.

- 1.2 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.
- 1.4 **References:** Except where the context otherwise requires, in this Agreement:
- 1.4.1 references to **“Clauses”**, **“Recitals”** and **“Schedules”** are to clauses of and recitals and schedules to this Agreement;
 - 1.4.2 whenever the words **“include,” “includes”** or **“including”** are used in this Agreement, they shall be deemed to be followed by the words **“without limitation”**;
 - 1.4.3 the terms **“herein”**, **“hereof”**, **“hereto”**, **“hereinafter”** and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
 - 1.4.4 the term **“or,”** is not exclusive;
 - 1.4.5 references to **“persons”** shall include any individual, firm, company, bodies corporate, government, state or agency of a state or any joint venture, unincorporated associations and partnerships (whether or not having separate legal personality);
 - 1.4.6 the terms **“purchase”** and **“purchaser”**, when used in relation to the Shares, shall include, respectively, a subscription for the Shares and a subscriber for the Shares;
 - 1.4.7 the terms **“sell”** and **“sale”**, when used in relation to the Shares, shall include an allotment or issuance of the Shares by the Company;
 - 1.4.8 references to a **“subsidiary”** or **“holding company”** shall be the same as defined in section 15 and section 13 of the Companies Ordinance;
 - 1.4.9 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;
 - 1.4.10 references to a document being **“in agreed form”** shall mean such document in a form agreed between the Company, the Sole Sponsor and the Sole

Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) or identified as such by way of exchange of emails between (a) Kirkland & Ellis, legal adviser to the Company as to Hong Kong Laws, on behalf of the Company; and (b) Freshfields, legal adviser to the Underwriters as to Hong Kong Laws, on behalf of the Sole Sponsor and the Sole Sponsor-OC;

- 1.4.11 references to a “**certified true copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the counsel for the Company;
- 1.4.12 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.13 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.14 references to one gender shall include the other genders; and
- 1.4.15 references to the singular shall include the plural and *vice versa*.

2 CONDITIONS

- 2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied, or where applicable, waived:
 - 2.1.1 the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Underwriters) receiving from the Company all Conditions Precedent Documents as set out in **Part A** of **SCHEDULE 4** and **Part B** of **SCHEDULE 4**, in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, not later than 9:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 9:00 p.m. on the Business Day immediately before the Listing Date, respectively;
 - 2.1.2 the issue by the SEHK of a certificate of authorisation of registration in respect of the Hong Kong Prospectus on the Business Day before the Hong Kong Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorised in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C of the Companies (WUMP) Ordinance, not later than 6:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date;
 - 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch, deposit into CCASS 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 Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) after consultation with the Company) on or before the Listing Date (or such later date as the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked or withheld prior to the commencement of trading of the Shares on the SEHK;

- 2.1.4 admission of the Shares into CCASS having occurred and become effective (either unconditionally or subject only to the allotment and issue of the relevant Offer Shares, dispatch, deposit into CCASS 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 Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Sole Sponsor-OC may (for itself and on behalf of the Hong Kong Underwriters) agree in writing);
 - 2.1.5 the Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters), on the Price Determination Date (or such later date as may be agreed between the Sole Sponsor-OC and the Company) in accordance with **Clause 2.5** and such agreement not subsequently having been terminated prior to 8:00 a.m. on the Listing Date;
 - 2.1.6 the execution and delivery of the International Underwriting Agreement and the Stock Borrowing Agreement by the parties thereto on or around the Price Determination Date and the obligations of the International Underwriters under the International Underwriting Agreement having become and remained unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement becoming unconditional) and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
 - 2.1.7 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering, including that (i) the approval of the SEHK of the listing of, and permission to deal in the Shares; and (ii) all of the waivers and exemptions as stated in the Hong Kong Prospectus to be granted by the SEHK or the SFC (as applicable) are granted, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated;
 - 2.1.8 the notice of acceptance and filing results published in respect of the CSRC Filings which have already been accepted and published by the CSRC Filings on its website not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;
 - 2.1.9 the Warranties being true, accurate and not misleading on and as of the dates and times specified in **Clause 8.2** (as though they had been given and made on such date by references to the facts and circumstances then subsisting); and
 - 2.1.10 each of the Warrantors having complied with its obligations and conditions under this Agreement on or prior to the respective times and dates by which such obligations must be performed or such conditions must be met, as the case may be.
- 2.2 **Procure fulfilment:** The Warrantors jointly and severally undertake to the Sole Sponsor and the Underwriting Parties to use their best endeavours to fulfil or procure the fulfilment of the Conditions (provided that nothing in this **Clause 2.2** shall require

the Warrantors to procure the fulfilment of such conditions by the Sole Sponsor, the Underwriting Parties and their counsels) and to do such things and take such actions as necessary to ensure that Admission is obtained and not cancelled or revoked, 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 reasonably required by the Sole Sponsor, the Sole Sponsor-OC (for itself and on behalf of the Underwriters), or required by the CSRC, the SEHK, the SFC, the Registrar of Companies in Hong Kong and any relevant Authority for the purposes of or in connection with the listing of the Shares on the SEHK and the fulfilment of such Conditions on or before the relevant time or date specified therefor, provided that nothing in this Clause 2.2 shall require the Company to procure the fulfilment of such conditions by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and their counsels.

2.3 **Extension:** The Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Underwriters) shall have the right in its sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

2.3.1 to extend the deadline for the fulfilment of any Condition by such number of days/hours and/or in such manner as the Sole Sponsor and the Sole Sponsor-OC may determine (in which case the Sole Sponsor and the Sole Sponsor-OC 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 date which is the 30th day after the date of the Hong Kong Prospectus and any such extension and the new timetable shall be notified in writing by the Sole Sponsor and the Sole Sponsor-OC to the other parties to this Agreement as soon as practicable after any such extension is made); or

2.3.2 in respect of the Conditions set out in **Clause 2.1.1** only, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition on behalf of the Underwriters.

2.4 **Conditions not satisfied:** Without prejudice to **Clauses 2.3** and **11**, if any of the Conditions shall not have been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of **Clause 11.2** shall apply.

2.5 **Determination of Offer Price:** The Company and the Sole Sponsor-OC (for itself and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Sole Sponsor-OC (for itself and on behalf of the Underwriters) reach agreement on the Offer Price on or around the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 7:00 p.m. on August 29, 2025 and no extension is granted by the Sole Sponsor-OC pursuant to **Clause 2.3**, the provisions of **Clause 2.4** shall apply. Each of the Hong Kong Underwriters (other than the Sole Sponsor-OC) hereby authorises the Sole Sponsor-OC to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any,

as in the sole and absolute judgement of the Sole Sponsor-OC considered necessary or desirable and further agrees that it will be bound by all the terms of the Price Determination Agreement as executed.

- 2.6 **Reduction of indicative Offer Price range or number of Offer Shares:** The Sole Sponsor-OC (for itself and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the prior written consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering and/or the indicative Offer Price range below that stated in the Hong Kong Prospectus at any time on or prior to the morning of the Acceptance Date, in which event the Company shall, as soon as practicable following the decision to make such reduction and, in any event, not later than the morning of the Acceptance Date, cause a notice of the reduction in the number of Offer Shares initially offered in the Global Offering and/or the indicative Offer Price range, the cancellation of the Global Offering and relaunch of the offer at the revised number of Offer Shares and/or the revised Offer Price to be published on the websites of the Company at www.aux-home.com and the SEHK at www.hkexnews.hk. If there is any change to the offer size due to change in the number of Offer Shares offered in the Global Offering (other than pursuant to the reallocation mechanism or the exercise of the Offer Size Adjustment Option and Over-allotment Option as disclosed in Hong Kong Prospectus), or change to the Offer Price which leads to the resulting price falling outside the indicative Offer Price range as stated in the Hong Kong Prospectus, or if the Company becomes aware that there has been a significant change adversely affecting any matter contained in the Hong Kong Prospectus or a significant new matter has arisen, the inclusion of information in respect of which would have been required to be in Hong Kong Prospectus if it had arisen before the Hong Kong Prospectus was issued, after the issue of the Hong Kong Prospectus and before the commencement of dealings in the Shares as prescribed under Rule 11.13 of the Listing Rules, the Company is required to cancel the Global Offering and relaunch the offer and issue a supplemental prospectus or a new prospectus.
- 2.7 **Offer Size Adjustment Option:** The Company has the Offer Size Adjustment Option under this Agreement, which is exercisable by the Company with the prior written agreement between the Company and the Sole Sponsor-OC (for itself and on behalf of the Underwriters) on or before the execution of the Price Determination Agreement and will lapse immediately thereafter. Upon the exercise of the Offer Size Adjustment Option, the Company may issue up to 31,074,000 additional Offer Shares (being approximately 15.0% of the Offer Shares initially available under the Global Offering) at the Offer Price. In the event of exercising the Offer Size Adjustment Option, the Company shall give out a written notice, substantially in the form set forth in **SCHEDULE 7** hereto, to the Sole Sponsor-OC prior to the lapse of the Offer Size Adjustment Option. In the event that the Offer Size Adjustment Option is not exercised on or before the time of execution of the Price Determination Agreement, it shall lapse automatically and be of no effect whatsoever.

In considering whether to exercise the Offer Size Adjustment Option, the Company and the Sole Sponsor-OC will take into account the following factors: (i) whether the level of interest expressed by prospective professional and institutional investors during the book-building process under the International Offering is sufficient to cover: (a) the total number of Offer Shares, which represent the aggregate of the Offer Shares initially available under the Global Offering and the additional Offer Shares upon any exercise of the Offer Size Adjustment Option; and (b) the corresponding number of Shares under the Over-allotment Option; (ii) the prices at which prospective professional and institutional investors have indicated they would be prepared to acquire the Offer

Shares in the course of the book-building process; (iii) the quality of investors, with a view to establishing a solid professional institutional and investor shareholder base to the benefit of the Company and its Shareholders as a whole; (iv) the level of subscriptions by the valid applications in the Hong Kong Public Offering; and (v) general market conditions.

If the Offer Size Adjustment Option is exercised, whether in full or in part:

2.7.1 the additional Offer Shares issued pursuant to the Offer Size Adjustment Option (the “**Upsize Shares**”) will be allocated to maintain, to the extent possible, the proportionality between the Hong Kong Public Offering and the International Offering as determined after the application of the reallocation arrangements described in **Clause 4.11**;

2.7.2 the Upsize Shares allocated to the Hong Kong Public Offering shall for all purposes (including underwriting commissions and expenses) be deemed to be delivered as Hong Kong Offer Shares under and with the benefit of all rights, warranties and undertakings applying under this Agreement; and

the Hong Kong Underwriters will be entitled to the underwriting commission in respect of the Upsize Shares that are allocated to the Hong Kong Public Offering.

2.8 **No waiver in certain circumstances:** The Sole Sponsor’s or the Sole Sponsor-OC’s consent to or knowledge of any amendments or supplements to the Offering Documents or the CSRC Filings subsequent to their respective issue or distribution will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of its or the Hong Kong Underwriters’ rights to terminate this Agreement.

3 APPOINTMENTS

3.1 **Sole Sponsor-OC:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Sole Sponsor-OC as the sponsor-overall coordinator of the Global Offering in accordance with the terms and conditions of the Sponsor and Sponsor-OC Engagement Letter in connection with the listing of the Shares on the SEHK, and the Sole Sponsor-OC, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.2 **Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Overall Coordinators as the overall coordinators of the Global Offering in accordance with the terms and conditions of the Sponsor and Sponsor-OC Engagement Letter, and each of the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.3 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Global Coordinators to act as the joint global coordinators to the Global Offering, and each of the Joint Global Coordinators relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.4 **Sole Sponsor:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Sole Sponsor to act as the Sole Sponsor in connection with the listing of the Shares on the SEHK in accordance with the terms of the Sponsor and Sponsor-OC Engagement Letter.

- 3.5 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Bookrunners to act as the joint bookrunners of the Hong Kong Public Offering and the International 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.
- 3.6 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Lead Managers to act as the joint lead managers of the Hong Kong Public Offering and the International 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.
- 3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Public Offering, 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 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Capital Market Intermediaries to act as the capital market intermediaries in relation to the Global Offering in accordance with the terms and conditions of their respective appointment letters.
- 3.9 **Delegation:** Each appointment referred to in **Clauses 3.1 to 3.8** is made on the basis, and on terms, that each appointee is irrevocably authorised to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its affiliates or any other person so long as such affiliates or persons are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees 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 3.9**, notwithstanding any such delegation.
- 3.10 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting agreements in respect of any part of their respective Hong Kong Public Offering Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell any Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of the Listing Rules, applicable Laws or any selling restrictions set out in any of the Offering Documents. Notwithstanding any such appointment or arrangement, a Hong Kong Underwriter shall be fully responsible for sub-underwriting and any failure or default on the part of its sub-underwriting, and any failure or default on the part of its sub-underwriter(s) to discharge their respective sub-underwriting obligations shall not exempt or discharge the Hong Kong Underwriter of its obligations under this Agreement. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter and shall not be for the account of the Company. The relevant Hong Kong Underwriter shall notify the Company as soon as practicable after it enters into a sub-underwriting agreement with any sub-underwriters.
- 3.11 **Conferment of authority:** The Company hereby irrevocably agrees that the foregoing appointments under **Clauses 3.1 to 3.8** confer on each of the appointees and their

respective delegates under **Clause 3.9** all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of such appointee's roles as a sponsor, overall coordinator, global coordinator, lead manager, bookrunner, capital market intermediary or Hong Kong Underwriter (as the case may be) and hereby agrees to ratify and confirm everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company further acknowledges and agrees that the Sole Sponsor is acting in the capacity as a sponsor subject to the Code of Conduct For Persons Licensed by or Registered with the SFC (the "**Code**"), and therefore the Sole Sponsor only owe certain regulatory duties to the Stock Exchange and the SFC but such regulatory duties are not owed to any other party including the Company.

- 3.12 **Limitation of liability:** None of the appointees pursuant to **Clauses 3.1 to 3.8** or any other Indemnified Party shall be responsible for, any loss, cost, expense or damage to any persons arising from (i) any transaction carried out by such appointee within the scope of the appointments and grants of authorities and discretions referred to in this Agreement or arising out of the services rendered or duties performed by such appointee under this Agreement or otherwise in connection with the Global Offering and the application for the listing of, and permission to deal in, the Shares on the Stock Exchange (except for any such loss, cost, expense or damage which is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal to have been arisen solely and directly from the fraud, wilful default or gross negligence on the part of such appointees or the other Indemnified Parties; or (ii) or any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.
- 3.13 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that (i) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, (ii) the Sole Sponsor-OC and the Overall Coordinators, in their roles as such, are acting solely as the sponsor overall coordinator and Overall Coordinator of the Global Offering, (iii) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, (iv) the Sole Sponsor, in its role as such, are acting solely as sole sponsor in connection with the listing of the Shares on the SEHK, (v) the Joint Bookrunners, in their roles as such, are acting solely as joint bookrunners of the Global Offering, (vi) the Joint Lead Managers, in their roles as such, are acting solely as the joint lead managers of the Global Offering, and (vii) the Capital Market Intermediaries, in their roles as such, are acting solely as capital market intermediaries of the Global Offering.

Each of the Warrantors further acknowledges that the Underwriting Parties and the Sole Sponsor 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 Underwriting Parties or the Sole Sponsor, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Underwriting Parties or the Sole Sponsor, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the Shares on the SEHK or the process leading thereto, either before or after the date hereof.

The Underwriting Parties and the Sole Sponsor hereby expressly disclaim any fiduciary or advisory or similar obligations (subject to the Sole Sponsor's obligations as a sponsor under the Sponsor and Sponsor-OC Engagement Letter) to the Warrantors or any of them, either in connection with the transactions contemplated under this Agreement or otherwise by the Global Offering or the listing of the Shares on the SEHK

or any process or matters leading up to such transactions (irrespective of whether any of the Underwriting Parties and the Sole Sponsor 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 Underwriting Parties or the Sole Sponsor, 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 Underwriting Parties or the Sole Sponsor, 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 (except for any opinions expressed by the Sole Sponsor in the Hong Kong Prospectus).

The Warrantors, on the one hand, and the Underwriting Parties or the Sole Sponsor, as applicable, on the other hand, agree that the Underwriting Parties or the Sole Sponsor, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent, adviser or fiduciary of any of the Warrantors (except and solely, with respect to the Sole Sponsor-OC, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee and the Transaction Levies as set forth in **Clause 5.4**, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in **Clause 4.6**), and none of the Underwriting Parties and the Sole Sponsor 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 SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Underwriting Parties and the Sole Sponsor 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 Underwriting Parties and the Sole Sponsor are not advising the Warrantors, their respective directors, management or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the Sole Sponsor, 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 in their capacity as the Sole Sponsor in connection with the proposed listing of the Company according to the Sponsor and Sponsor-OC Engagement Letter) in any jurisdiction. Each of the Warrantors shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Underwriting Parties, the Sole Sponsor 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 Underwriting Parties and the Sole Sponsor of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of Shares on the SEHK or any process or matters relating thereto shall be performed solely for the benefit of the Underwriting Parties and the Sole Sponsor and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that the Underwriting Parties and the Sole Sponsor and their respective affiliates may be engaged in a broad range of transactions that involve interests that are different from those of the Warrantors.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that the Warrantor may have against the Underwriting Parties, the Sole Sponsor with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to such Warrantor in connection with or in relation to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the SEHK or any process or matters leading up to such transactions.

- 3.14 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement, none of the Sole Sponsor, the Underwriting Parties and the other Indemnified Parties shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Underwriting Parties or any other Indemnified Party, including, without limitation, with respect to the following matters (it being acknowledged by the parties hereto that the Warrantors are solely responsible in this regard):

- 3.14.1 any omission of information from any Offering Documents or CSRC Filings, or any amendment or supplement thereto, or any information or statement of fact or opinion contained therein being or being alleged to be untrue, incorrect, inaccurate or misleading;
- 3.14.2 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares; and
- 3.14.3 any of the matters referred to in **Clauses 12.1.1 to 12.1.4**,

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

- 3.15 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under **Clauses 3.2 to 3.8**, as applicable, or by any of the delegates under **Clause 3.9** of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal and any stabilisation activity) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any of the other appointees under **Clauses 3.1 to 3.8** or their respective delegates under **Clause 3.9**. The obligations of the appointees hereunder are several (and not joint or joint and several). Save as provided in **Clause 3.9**, none of the appointees under **Clauses 3.1 to 3.8** 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 3.8** shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

4 THE HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee and Transaction Levies) 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 Hong Kong Prospectus by the Company or counsel for the Company on the Company's behalf, the

Company shall cause, the Formal Notice to be published on the official website of the SEHK at www.hkexnews.hk and on the website of the Company at www.aux-home.com on the day(s) specified in **SCHEDULE 6** (or such other publications and/or day(s) as may be agreed by the Company and the Sole Sponsor).

- 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 together with any interest accrued thereon under the Hong Kong Public Offering, in each case upon and subject to the terms and conditions contained in the Receiving Bank Agreement. The Company shall use its best endeavours to 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 HK eIPO White Form 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 upon and subject to the terms and conditions of the Registrar Agreement. The Company has appointed the Bank of East Asia, Limited to act as the service provider in relation to the HK eIPO White Form service upon and subject to the terms and conditions of the Registrar Agreement. The Company undertakes with the Hong Kong Underwriters to use its best endeavours 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 tropical cyclone warning signal number 8 or above or a “black” rainstorm warning signal or Extreme Conditions 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 signal or Extreme Conditions remains in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the 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-OC shall have the exclusive right, in its sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the International Underwriting Agreement, the Receiving Bank Agreement and this Agreement, to determine the manner and the basis of allocation of the Hong Kong Offer Shares, to reject or accept in whole or in part any Hong Kong Public Offering Application, and where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares.

The Company shall, and shall use its best endeavours to procure that the Receiving Bank and the Hong Kong share registrar shall, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, provide the Sole Sponsor and the Sole Sponsor-OC with such information, calculations and assistance as the Sole Sponsor and the Sole Sponsor-OC may require for the purposes of determining, *inter alia*:

- 4.5.1 in the event of a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or
- 4.5.2 in the event of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares; or
- 4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.
- 4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (a “**Hong Kong Public Offering Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter to zero pursuant to the provisions of **Clause 4.7**) shall, subject as provided in **Clauses 4.10** and **4.12**, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the “**Unsold Hong Kong Offer Shares**”), as the Sole Sponsor-OC 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 and the terms regarding the payment procedures) and shall pay or procure to be paid the full amount payable on application in accordance with Clause 4.9 hereof, provided that:
- 4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this **Clause 4.6** shall be several (and not joint or joint and several);
- 4.6.2 the number of Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this **Clause 4.6** shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in **SCHEDULE 2**):

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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this **Clause 4.6**, subject to such adjustment as the Sole Sponsor-OC may determine to avoid fractional shares;

- T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to **Clauses 2.6, 4.10 and 4.12**, as applicable;
 - C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
 - P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
 - AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to **Clauses 2.6, 4.10 and 4.12**, as applicable; and
 - AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and
- 4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this **Clause 4.6** may be rounded, as determined by the Sole Sponsor-OC in its sole and absolute discretion, to avoid fractions and odd lots. The determination of the Sole Sponsor-OC of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this **Clause 4.6** shall be final and conclusive.

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

- 4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of **Clause 4.9**, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Sole Sponsor-OC 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 Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in **SCHEDULE 5**.
- 4.8 **Accepted Application:** The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the Sole Sponsor-OC pursuant to **Clause 4.5**, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under **Clause 4.6**.
- 4.9 **Applications and payment for Unsold Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the Sole Sponsor-OC 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 5:00 p.m. on the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to **Clause 4.6**, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

- 4.9.1 make applications for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to **Clause 4.6** specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant and deliver to the Sole Sponsor and the Sole Sponsor-OC records for the duly completed applications; and
- 4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to **Clause 4.6** (which shall include all amounts on account of the Brokerage, the Trading Fee and the Transaction Levies in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Sole Sponsor-OC on behalf of the Hong Kong Underwriters at its discretion and without obligation, the Sole Sponsor-OC 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 September 1, 2025 (the date specified in the Hong Kong Prospectus for the despatch of Share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and use its best endeavours to 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 Sponsor-OC to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the Sole Sponsor-OC 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 to purchase or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to take up pursuant to **Clause 4.6**. Any application submitted or procured to be submitted by the Sole Sponsor-OC 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 the Underwriting Commission.
- 4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (a “**Hong Kong Public Offering Over-Subscription**”), then:
 - 4.11.1 subject to any required reallocation as set forth below in **Clause 4.11.2** or **4.11.3**, the Sole Sponsor-OC, in its sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such

reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Sole Sponsor-OC 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 6.1** in respect of the Offer Shares reallocated to the Hong Kong Public Offering;

- 4.11.2 if purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered (the “**International Offering Full or Over-subscription**”) and the Hong Kong Public Offering Over-Subscription represents a subscription of (i) 15 times or more but less than 50 times, (ii) 50 times or more but less than 100 times, or (iii) 100 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offering so that the total number of Offer Shares available under the Hong Kong Public Offering shall be increased to 31,074,200, 51,790,400 and 72,506,600 Shares, respectively, representing approximately 15% (in the case of (i)), 25% (in the case of (ii)) or 35% (in the case of (iii)), respectively, of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Offer Size Adjustment Option and the Over-allotment Option); and
- 4.11.3 if (i) the International Offering Full or Over-subscription occurs, and the Hong Kong Public Offering Over-Subscription represents a subscription of more than 100%, but less than 15 times, of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering; or (ii) the International Offer Shares under the International Offering are not fully subscribed, and the Hong Kong Public Offering Over-Subscription represents a subscription of more than 100% of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, the Sole Sponsor-OC 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 Hong Kong Public Offering Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 20,716,400 Offer Shares, representing two times the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering and 10% of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Offer Size Adjustment Option and the Over-allotment Option).

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in **Clause 6.1** in respect of the Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and the Guide for New Listing Applicants of the SEHK.

- 4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If a Hong Kong Public Offering Under-Subscription shall occur, the Sole Sponsor-OC, in its sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Sole Sponsor-OC may in its sole and absolute discretion determine. Any Hong Kong Offer Shares which are so reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement. The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in **Clause 6.1** in respect of the Offer Shares reallocated to the International Offering.
- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with **Clause 4.9** or **Clause 4.10** or where the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Sole Sponsor-OC 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 undertake with the Underwriting Parties and the Sole Sponsor to take such action and do (or procure to be done) all such other acts and things reasonably required to implement the Hong Kong Public Offering and to comply with all relevant requirements under applicable Laws so as to enable the listing of, and permission to deal in, the Shares on the SEHK to be granted by the SEHK.

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 September 1, 2025 (the date specified in the Hong Kong Prospectus for the despatch of Share certificates):
- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents, the International Underwriting Agreement and this Agreement to the successful applicants and in the numbers specified by the Sole Sponsor-OC 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 use its best endeavours to 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 use its best endeavours to 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 Sole Sponsor-OC) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC Nominees Limited for immediate credit to such designated HKSCC Participant's stock accounts as shall be notified by the Sole Sponsor-OC 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 Nominee (with any interest thereon) will be paid in Hong Kong dollars to the Company on the Listing Date at or around 9:30 a.m. (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Sole Sponsor-OC that the Conditions have been fulfilled or waived and that Share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Sole Sponsor-OC 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 Sponsor-OC are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Sole Sponsor-OC (and where a person other than the Sole Sponsor-OC is entitled to any amount so deducted, such amount will be received by the Sole Sponsor-OC on behalf of such person) all amounts payable by the Company pursuant to **Clause 6**, provided that a list of particulars of deductions shall be provided for prior confirmation of the Company; and
 - 5.2.2 to the extent that the amounts deducted by the Nominee under **Clause 5.2.1** are insufficient to cover, or the Nominee does not or will not deduct in accordance with **Clause 5.2.1**, the amounts payable by the Company pursuant to **Clause 6**, 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 as soon as reasonably practicable upon written demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Sole Sponsor-OC (for itself or on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this **Clause 5.2** will (for the avoidance of doubt and if applicable) be calculated after allowing for the deduction of the Underwriting Commission and Incentive Fee (if any) payable by the Company

pursuant to **Clauses 6.1 and 6.2**, and entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee and the Transaction Levies) if and to the extent that the Offer Price shall be determined at below HK\$17.42 per Offer Share.

- 5.3 **Brokerage, Trading Fee and Transaction Levies for applicants:** Subject to the receipt of the applicable amount pursuant to **Clause 6.3**, the Sole Sponsor-OC will, on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee and the Transaction Levies in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sole Sponsor-OC is hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.
- 5.4 **Trading Fee and Transaction Levies for the Company:** Subject to the receipt of the applicable amount pursuant to **Clause 6.3**, the Sole Sponsor-OC will, on behalf of the Company, arrange for the payment by the Nominee of the Trading Fee and the Transaction Levies payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sole Sponsor-OC is hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.
- 5.5 **Refund cheques:** The Company will use its best endeavours to procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, the Nominee will pay refunds of applications monies, and the Hong Kong share registrar will arrange for the distribution of refund cheques, to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **No responsibility for default.** The Company acknowledges and agrees that none of the Sole Sponsor and the Underwriting Parties has or shall have any liability whatsoever under **Clause 5** or **Clause 6** or otherwise for any default by the Nominee or any other application or otherwise of funds.
- 5.7 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.

6 COMMISSIONS AND COSTS

- 6.1 **Underwriting commission:** Subject to this Agreement having become unconditional and not having been terminated under its terms, the Company agrees to pay all syndicate CMIs a total underwriting commission equal to 2.45% 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 “**Underwriting Commission**”). The respective entitlement of the Hong Kong Underwriters to the Underwriting Commission shall be set out in the International Underwriting Agreement, provided that any adjustment to the allocation

of the fixed fee to each syndicate CMI as set out in the engagement letters entered into between the Company and the relevant syndicate CMIs shall be in compliance with the Listing Rules.

- 6.2 **Incentive fee:** the Company may, at its sole and absolute discretion, pay all syndicate CMIs an additional fee of up to 1% 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 “**Incentive Fee**”). The Company shall notify the Hong Kong Underwriters on the Price Determination Date whether any Incentive Fee will be paid (including the respective entitlements of each Hong Kong Underwriter to such Incentive Fee).
- 6.3 **Costs payable by the Company:** Subject to the terms of the agreements (as amended or supplemented from time to time) entered into between the Company and the relevant parties in connection with their engagements, including the agreed cap on reimbursable out-of-pocket expenses, the Company shall be responsible for all the costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the listing of the Shares on the SEHK and this Agreement and the transactions contemplated thereby or hereby, including, without limitation, the following:
- 6.3.1 the sponsor fee of the Sole Sponsor (which will be deducted from and offset against the aggregate underwriting commission payable to the Sole Sponsor pursuant to the Global Offering);
 - 6.3.2 fees, disbursements and expenses of the Reporting Accountant in accordance with the engagement letter between the Company and the Reporting Accountant;
 - 6.3.3 fees, disbursements and expenses of the Hong Kong share registrar and the HK eIPO White Form Service Provider in accordance with their respective engagement letters with the Company;
 - 6.3.4 fees, disbursements and expenses of all legal advisers to the Company and all legal advisers to the Sole Sponsor and the Underwriters in accordance with the relevant engagement letters entered into between the Company and such legal advisers;
 - 6.3.5 fees, disbursements and expenses of the Industry Consultant in accordance with the engagement letter between the Company and the Industry Consultant;
 - 6.3.6 fees, disbursements and expenses of the Internal Control Consultant in accordance with the engagement letter between the Company and the Internal Control Consultant;
 - 6.3.7 fees, disbursements and expenses of any public relations consultants in accordance with the engagement letter between the Company and such public relations consultants;
 - 6.3.8 fees, disbursements and expenses of any translation services approved by the Company;
 - 6.3.9 fees, disbursements and expenses of the Receiving Bank and the Nominee;

- 6.3.10 fees, disbursements and expenses of other agents and advisers engaged by the Company and by the Underwriters (with the prior written approval of the Company) relating to the Global Offering;
- 6.3.11 fees, disbursements and expenses related to the application for listing of the Offer Shares on the SEHK, the filing or registration of any documents with any relevant Authority (including the Registrar of Companies in Hong Kong) and the qualification of the Offer Shares in any jurisdiction;
- 6.3.12 the out-of-pocket costs, disbursements and expenses (including, without limitation, all documentary, advertising, mailing, telephone, telecommunication, postage, courier, travel, accommodation and background search costs and expenses) of the Sole Sponsor (provided that all overseas out-of-pocket costs and expenses incurred by the Sole Sponsor to be reimbursed by the Company shall be subject to a cap of US\$150,000) and the Underwriting Parties (including their respective affiliates);
- 6.3.13 all costs, disbursements and expenses for roadshow (including but not limited to pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken as approved by the Company in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including all fees and expenses of any consultants engaged in connection with the road show presentation and other fees and expenses in relation thereto incurred by the Company, the Underwriting Parties (including their respective affiliates) and any such consultants;
- 6.3.14 all printing and advertising costs incurred (including all fees, disbursements and expenses of the financial printer retained for the Global Offering) as approved by the Company in writing;
- 6.3.15 all costs of preparing, printing, despatch, filing and distribution of the Offering Documents in all relevant jurisdictions, and all amendments and supplements thereto;
- 6.3.16 all cost of preparing, printing or producing any agreement among the International Underwriters, agreement among the Hong Kong Underwriters, this Agreement, the International Underwriting Agreement, any agreement between syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares;
- 6.3.17 all costs and expenses of conducting the syndicate analysts' briefing and other presentation relating to the Global Offering and for printing and distribution of research reports;
- 6.3.18 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 6.3.19 all capital duty (if any), premium duty (if any), tax, levy and other fees, costs and expenses payable in respect of the creation and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering (including, without limitation, any Brokerage, Trading Fee and Transaction Levies payable by the Company, and any stamp or capital duty and any other fees, charges, expenses, Taxes and levies payable, arising from or in respect of the creation,

issue, allotment and delivery of the Offer Shares pursuant to the Global Offering), the execution and delivery of and the performance of any provisions of this Agreement;

- 6.3.20 fees and expenses relating to the registration of the Hong Kong Public Offering Documents and any amendments and supplements thereto with any Authority, including, without limitation, the Registrar of Companies in Hong Kong;
- 6.3.21 all processing charges and related expenses payable to HKSCC incurred by the Company and all costs and expenses related to the preparation and launching of the Global Offering;
- 6.3.22 fees and expenses related to company searches, litigation searches, winding-up searches, bankruptcy searches and directorship searches in connection with the Global Offering, as approved by the Company in writing;
- 6.3.23 all CCASS transaction fees payable in connection with the Global Offering; and
- 6.3.24 all costs, fees and out-of-pocket expenses incurred by the Sole Sponsor, the Underwriting Parties or any of them or on their behalf under this Agreement and 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 6.3**, or pursuant to any other agreements between the Company and the Sole Sponsor, as approved by the Company in writing.

The Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation, provided that a list of particulars of such out-of-pocket costs and expenses shall be provided for prior confirmation of the Company, subject to the terms of the agreements (as amended or supplemented from time to time) entered into between the Company and the relevant parties in connection with their engagements, including the agreed cap on reimbursable out-of-pocket expenses. Notwithstanding anything to the contrary in **Clause 17.11**, if any costs, expenses, fees or charges referred to in this **Clause 6.3** is paid or to be paid by any of the Sole Sponsor and the Underwriting Parties for or on behalf of the Company in connection with the Global Offering, the Company shall reimburse such costs, expenses, fees or charges to the relevant Sole Sponsor or the Underwriting Parties on an after-tax basis.

- 6.4 **Costs and expenses remaining payable if the Global Offering does not proceed:** If this Agreement is terminated or does not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission or Incentive Fee under **Clause 6.1** or **Clause 6.2**, but the Company shall, and the Controlling Shareholders shall procure the Company to, except as otherwise provided in the agreements (as amended or supplemented from time to time) entered into between the Company and the relevant parties in connection with their engagements, pay or reimburse or cause to be paid or reimbursed to the relevant parties all costs, expenses, fees, charges and Taxation referred to in **Clause 6.3** which have been incurred or are liable to be paid by the Sole Sponsor and/or the Underwriting Parties and all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to **Clause 6.3**, within 30 Business Days upon demand and the provision of the list of particulars of relevant costs, expenses, fees, charges and Taxation to the Company by the Sole Sponsor or the Underwriting Parties or the

relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be. For the avoidance of doubt, the sponsor engagement fee referred to in **Clause 6.3.1** shall be directly paid by the Company to the Sole Sponsor within 30 Business Days of the first written request by the Sole Sponsor under this **Clause 6.4**.

- 6.5 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this **Clause 6** shall, except as otherwise provided in this **Clause 6** or the engagement letters between the Company and the relevant parties, if not so deducted pursuant to **Clause 5.2**, or the balance of such commissions, fees, costs, charges and expenses (if the amount deducted pursuant to Clause 5.2 shall be insufficient for the purposes of covering such commissions, fees, costs, charges and expenses), be payable by the Company within 30 Business Days of the first written request and the provision of the list of particulars of relevant commissions, fees, costs, charges and expenses for prior approval by the Sole Sponsor-OC or by the relevant party incurring the commissions, fees, costs, charges or expenses or in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, whichever is the earlier. Except as otherwise provided in the agreements (as amended or supplemented from time to time) entered into between the Company and the relevant parties in connection with their engagements, all payments to be made by the Company under this **Clause 6** are exclusive of goods and services tax, value added tax and/or similar taxes and shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto.

7 STABILISATION

- 7.1 **Stabilising manager and stabilisation actions:** The Company acknowledges that CICC and/or any person acting for it, to the exclusion of all others, (the “**Stabilising Manager**”) is hereby appointed to act as stabilising manager in connection with the Global Offering and may (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilising action(s) with a view to supporting the market price of the Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Company hereby acknowledges and agrees that the Stabilising Manager may, in its sole and absolute discretion, appoint any person to be its agent for the purposes of taking any stabilisation actions. Any such agent shall have the rights and authorities conferred upon the Stabilising Manager pursuant to this **Clause 7**. Any stabilisation actions taken by the Stabilising Manager and/or any person acting for it as stabilising manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and, if taken, may be discontinued at any time. Each of the Hong Kong Underwriters (other than the Stabilising Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party (including the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers) to this Agreement that it will not take or cause or authorise any person to take, and shall cause its affiliates and/or agents not to take, directly or indirectly, any stabilisation action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilisation or maintenance of the price of any security of the Company.
- 7.2 **Stabilising losses and profits:** All liabilities, expenses and losses arising from stabilisation activities and transactions effected by the Stabilising Manager and/or any person acting for it as stabilising manager shall be for the respective accounts of the International Underwriters in the same proportions, as nearly as may be practicable, as the respective International Offering Underwriting Commitments of the International

Underwriters, and may be deducted from the commissions payable to the International Underwriters. All profits or gains arising from stabilising activities and transactions effected by the Stabilising Manager and/or any person acting for it as stabilising manager shall be for the account of the Sole Sponsor-OC. For the avoidance of doubt, the Company shall not be responsible for any liabilities, expenses and losses arising from stabilizing activities and transaction effected by the Stabilising Manager or any person acting for it as stabilizing manager.

- 7.3 **No stabilisation by the Warrantors:** Each of the Warrantors undertakes to the Sole Sponsor, the Underwriting Parties and each of them that it will not, and will cause its affiliates or any of its or its affiliates' respective directors, supervisors, officers, employees, promoters or any person acting on its behalf or on behalf of any of the foregoing persons not to:

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

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties by the Warrantors:** 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** 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**, to the Sole Sponsor and the Underwriting Parties 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 and the Underwriting Parties is entering into this Agreement in reliance upon the Warranties.

- 8.2 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

- 8.2.1 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (WUMP) Ordinance;
- 8.2.2 on the Hong Kong Prospectus Date and the date(s) of the supplemental Hong Kong Prospectus(es) (if any);
- 8.2.3 on the Acceptance Date;
- 8.2.4 on the Price Determination Date;

- 8.2.5 on the date on which the Conditions are fulfilled or waived;
- 8.2.6 immediately prior to (i) the delivery by the Sole Sponsor-OC and/or the other Hong Kong Underwriters of duly completed application and (ii) payment by the Sole Sponsor-OC 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);
- 8.2.7 on the date on which the basis of allotment of the Hong Kong Offer Shares is announced;
- 8.2.8 immediately prior to 8:00 a.m. on the Listing Date; and
- 8.2.9 immediately prior to commencement of dealings in the Offer Shares on the SEHK.

in each case with reference to the facts and circumstances then subsisting. 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 notify the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) as soon as reasonably practicable in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect at any time up to the last to occur of the dates and times specified in **Clause 8.2** or if it becomes aware of any event or circumstances which would or would reasonably be expected to cause any of the Warranties given by it to become untrue, inaccurate, misleading or breached in any respect.
- 8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby jointly and severally undertakes to the Sole Sponsor and the Underwriting Parties not to, and shall procure that neither the Company nor any other member of the Group shall, do or omit to do anything or permit to occur any event which would or might render any of the Warranties given by it untrue, inaccurate, misleading or breached in any respect at any time up to the last to occur of the dates and times specified in **Clause 8.2** or which would reasonably be expected to materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents or the CSRC Filings or any of them without the prior written approval of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters), provided that such approval shall not be unreasonably withheld or delayed.
- 8.5 **Remedial action and announcements:** The Warrantors shall notify the Sole Sponsor and the Sole Sponsor-OC, promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given or repeated pursuant to the provisions of **Clause 8.2**, (i) any event shall occur or any circumstance shall exist which renders or could render untrue, inaccurate, misleading or breached in any respect any of the Warranties given by it, if repeated immediately after the occurrence of such event or existence of such circumstance, or gives rise to 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 would reasonably be expected to (1) render untrue, inaccurate, or misleading any statement, whether of fact or opinion, contained in any of the Offering Documents or the CSRC Filings; or (2) result in the

omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in any of the Offering Documents or the CSRC Filings, if the same were issued immediately after the occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or the CSRC Filings, or (iv) any significant new factor likely to materially and adversely affect the Company, the Hong Kong Public Offering or the Global Offering 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 Underwriting Parties or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be reasonably required by the Sole Sponsor and/or the Sole Sponsor-OC, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or the CSRC Filings or any of them as the Sole Sponsor and the Sole Sponsor-OC may reasonably require and supplying the Sole Sponsor, the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may reasonably require. For the avoidance of doubt, the consent or approval of the Sole Sponsor and/or the Sole Sponsor-OC 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 Sponsor-OC 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 rights of the Sole Sponsor or the Underwriting Parties' 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 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 Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) which shall not be unreasonably withheld or delayed, except as required by applicable Laws, in which case the Company shall first consult the Sole Sponsor and the Sole Sponsor-OC before such issue, publication or distribution or act or thing being done, subject to applicable Laws.

- 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. Notwithstanding that any of the Sole Sponsor and the Underwriting Parties has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor and the Underwriting Parties under this **Clause 8** shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its personal representatives or its successors in title.
- 8.8 **Release of obligations:** Any liability to the Sole Sponsor, the Underwriting Parties 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 Underwriting Parties or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Underwriting Parties (or the rights of any of the Sole Sponsor or the Underwriting Parties) against any other person under the same or a similar liability.

- 8.9 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor and the Underwriting Parties agreeing to enter into this Agreement on the terms and conditions 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 the CSRC Filings 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 of the other Warranties or any other term of this Agreement.

9 RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

- 9.1 **Lock-up on the Company:** The Company undertakes to each of the Sole Sponsor and the Underwriting Parties that, except for the issue, offer or sale of the Offer Shares by the Company pursuant to the Global Offering (including pursuant to any exercise of the Offer Size Adjustment Option and the Over-allotment Option) and otherwise in compliance with the Listing Rules, the Company will not, without the prior written consent of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the Listing Rules, at any time during the period commencing on the date hereof and ending on, and including, the date falling six months after the Listing Date (the “**First Six-Month Period**”):
- 9.1.1 offer, 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, agree to grant or sell any option, warrant, right or contract or right to subscribe for or purchase, grant, agree to grant or purchase any option, warrant, contract or right to allot, issue or sell, or sell or transfer out of treasury or from the subject of any agreement to such a sale or transfer out of treasury, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any legal or beneficial interest in any Shares or other equity securities of the Company, or any interests in any of the foregoing (including, but not limited to, any securities that are convertible into or exercisable or exchangeable for, or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other equity securities of the Company), or deposit any Shares or other equity securities of the Company, with a depositary in connection with the issue of depositary receipts); or

- 9.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of subscription or ownership (legal or beneficial) of any Shares or other equity securities of the Company, or any interest therein (including, without limitation, any securities which are convertible into or exchangeable or exercisable for, or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other equity securities of the Company); or
- 9.1.3 enter into any transaction with the same economic effect as any transaction described in **Clause 9.1.1** or **9.1.2** above; or
- 9.1.4 offer to or contract to or agree to announce, or publicly disclose that the Company will or may enter into any such transaction described in **Clause 9.1.1, 9.1.2 or 9.1.3** above,

in each case, whether any of the transactions described in **Clause 9.1.1, 9.1.2 or 9.1.3** above is to be settled by delivery of any Shares or other equity securities of the Company or, in cash or otherwise (whether or not the issue of such Shares or other equity securities of the Company will be completed within the First Six-Month Period). For the avoidance of doubt, **Clause 9.1.1** above shall not apply to any issue of debt securities by the Company which are not convertible into equity securities of the Company.

In addition, the Company further undertakes to each of the Sole Sponsor and the Underwriting Parties, in the event that, at any time during the period of six months immediately following the expiry of the First Six-Month Period (the “**Second Six-Month Period**”), the Company enters into any such transactions or offers or agrees or contracts to, or announces, or publicly discloses, any intention to, enter into any such transactions described in **Clause 9.1.1, 9.1.2 or 9.1.3** above, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the Shares or other securities of the Company.

Each of the Controlling Shareholders hereby undertakes to the Sole Sponsor, and the Underwriting Parties to procure the Company to comply with the undertakings in this **Clause 9.1**.

- 9.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Sole Sponsor and the Underwriting Parties, that it will not, and each of the Controlling Shareholders further undertake to each of the Sole Sponsor and the Underwriting Parties to procure that the Company will not, effect any purchase of Shares, or agree to do so, which may reduce the holdings of Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the SEHK on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters).
- 9.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholders jointly and severally agrees and undertakes to the Company, the Sole Sponsor and the Underwriting Parties that, without the prior written consent of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the Listing Rules:
 - 9.3.1 during the First Six-Month Period, it / he will not, and will procure that the relevant registered holder(s) will not:

- (i) offer, pledge, charge, sell, contract or agree to sell, assign, mortgage, charge, pledge, hypothecate, hedge, lend, grant or sell any option, warrant, contract or right to purchase or subscribe for, 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 in any of the foregoing (including, but not limited to, any securities that are convertible into or exchangeable or exercisable for, or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company, or deposit any share capital or other securities of the Company with a depository in connection with the issue of depository receipts) legally or beneficially owned by it/him as at the Listing Date (the “**Locked-up Securities**”); or
- (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, any Locked-up Securities; or
- (iii) enter into any transaction with the same economic effect as any transaction described in **paragraph (i) or (ii)** above; or
- (iv) offer to or contract to or agree to or publicly disclose that it/he will or may enter into any transaction described in **paragraph (i), (ii) or (iii)** above,

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

9.3.2 at any time from the date of this Agreement up to and including the date falling 12 months after the Listing Date, it/he will:

- (i) 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, immediately inform the Company, the Sole Sponsor and the Sole Sponsor-OC in writing of such pledge or charge together with the number of Shares or other securities (or interests therein) of the Company so pledged or charged; and
- (ii) if and when it/he or the relevant registered holder(s) receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged Shares or other securities (or interests therein) of the Company will be disposed of, immediately inform the Company, the Sole Sponsor and the Sole Sponsor-OC in writing of such indications.

The Company undertakes to the Sole Sponsor and the Underwriting Parties that upon receiving such information in writing from any of the Controlling Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, notify the SEHK and make a public disclosure in relation to such information by way of an announcement. For the avoidance of doubt, the lock-up arrangements with the Controlling Shareholders referred to above shall not prevent any of the Controlling Shareholders from (a) using the Shares or other securities of the Company or any

interest therein beneficially owned by them respectively as security (including a charge or a pledge) in favour of an authorized institution (as defined in the Banking Ordinance, Chapter 155 of the Laws of Hong Kong, as amended, supplemented or otherwise modified from time to time) (or its affiliates) for a bona fide commercial loan and (b) purchasing additional Shares or other securities of the Company or any interest therein or dispose of Shares or other securities of the Company or any interest therein thus purchased in the First Six-Month Period and the Second Six-Month Period, provided that such purchase does not contravene the lock-up arrangements with the Controlling Shareholders above or compliance by the Company with the requirement of Rule 8.08 of the Listing Rules to maintain an open market in the securities and a sufficient public float in the Shares.

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

10 FURTHER UNDERTAKINGS

The Company undertakes to the Sole Sponsor, the Underwriting Parties and each of them that it shall, and the Controlling Shareholders undertakes to the Sole Sponsor, the Underwriting Parties and each of them that it shall use its/ his best endeavours to 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 (WUMP) Ordinance, the Securities and Futures Ordinance, the Listing Rules, the CSRC Rules and all applicable Laws and all requirements of the SEHK, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated under this Agreement or otherwise in connection with the Global Offering, including, without limitation:
- 10.1.1 complying in all respects with the terms and conditions of the Global Offering and, in particular, its obligation to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up pursuant to **Clause 4.6**, to the applicants under **Clauses 4.9** and **4.10**, respectively;
 - 10.1.2 as soon as practicable following announcement of the basis of allotment of the Hong Kong Offer Shares, causing definitive Share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applicants or, as the case may be, procuring that the Share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such HKSCC participant(s) as may be specified for such purpose by or on behalf of the relevant applicant and procuring 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);
 - 10.1.3 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not cancelled or revoked;

- 10.1.4 making all necessary Approvals and Filings (including the CSRC Filings) with the Registrar of Companies in Hong Kong, the SEHK, the SFC, the CSRC and any other relevant Authorities;
- 10.1.5 making available for display on the websites of the SEHK at www.hkexnews.hk and the Company at www.aux-home.com up to and including the date which is 14 days from the date of the Hong Kong Prospectus, the documents referred to in the section headed “Appendix VI – Documents Delivered to the Registrar of Companies and Available on Display” of the Hong Kong Prospectus for the period and in the manner stated therein;
- 10.1.6 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue or publish any statement, announcement or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) which shall not be unreasonably withheld or delayed;
- 10.1.7 using its best endeavours to procure that each of the Hong Kong share registrar, the HK eIPO White Form Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the Registrar Agreement and the Receiving Bank Agreement and that none of the terms of the appointments of the Hong Kong share registrar, HK eIPO White Form Service Provider, the Receiving Bank and the Nominee shall be amended without the prior written consent of the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters which shall not be unreasonably withheld or delayed;
- 10.1.8 procuring that none of the Directors and that the relevant Director to procure none of their respective close associates (as defined in the Listing Rules) will himself/herself or themselves (or through a company controlled by him/her or them), apply to subscribe for Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
- 10.1.9 procuring that none of the Company or any member of the Group, and using its best endeavours to procure none of their respective substantial shareholders (as defined in the Listing Rules and including the Controlling Shareholders), 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 Hong Kong Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the 40th day immediately following the Price Determination Date;
- 10.1.10 without prejudice to **Clause 10.1.8**, using its best endeavours to procure that no connected person (as defined in the Listing Rules) of the Company will itself (or through a company controlled by it), apply to purchase Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules or with a waiver from compliance with the Listing Rules duly granted, and if the Company shall become aware of any

application or indication of interest for Hong Kong Offer Shares by any of the above person, controlled company or nominee, it shall forthwith notify the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters);

- 10.1.11 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Hong Kong Prospectus headed “Future Plans and Use of Proceeds” unless otherwise in compliance with the applicable Listing Rules and the requirements of the Stock Exchange and such changes shall be notified to the Sole Sponsor and the Sole Sponsor-OC during a period of six months from the Listing Date;
- 10.1.12 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 declaring, paying or otherwise making any dividend or distribution of any kind on its share capital;
- 10.1.13 following the Listing Date, ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares;
- 10.1.14 procuring that, with the exception of any guaranteed allocation of Offer Shares at the Offer Price as set forth in any Cornerstone Investment Agreement, it will not, and will using its best endeavours to procure that no member of the Group and any of their respective affiliates, directors, supervisors, officers, employees or agents will offer, agree to provide, procure any other person or entity to provide, or arrange to provide any direct or indirect benefits by side letter or otherwise, to any subscriber or purchaser of Offer Shares pursuant to any Cornerstone Investment Agreements or otherwise engage in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Guide for New Listing Applicants published by the SEHK;
- 10.1.15 cooperating with and fully assisting, and using its best endeavours to procure the members of the Group, the Controlling Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist in a timely manner, each of the Sole Sponsor and the Underwriting Parties, to facilitate its performance of its duties, as the case may be, as a sponsor, an overall coordinator, a global coordinator, a joint bookrunner, a joint lead manager, a capital market intermediary or a Hong Kong underwriter and to meet its obligations and responsibilities under all applicable Laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the CSRC Rules, the Code and the Listing Rules;
- 10.1.16 giving every assistance, and using its best endeavours to procure the members of the Group, the Controlling Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to give every assistance to each of the Sole Sponsor and the Underwriting Parties, to meet its obligations and responsibilities to provide materials,

information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code (including without limitation all materials and information as specified under paragraphs 21.3 and 21.4 thereof) and the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereof and the CSRC Rules;

- 10.1.17 that no preferential treatment has been, nor will be, given to any placee and its close associates by virtue of its relationship with the Company in any allocation in the placing tranche other than the guaranteed allocation with respect to the cornerstone investors.
- 10.2 **Information:** provide to the Sole Sponsor and the Underwriting Parties all such information known to the Company or which on due and careful enquiry ought to be known to the Company and relating to the Group or any of the Controlling Shareholders or otherwise as may be required by the Sole Sponsor or the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) for the purposes of complying with any requirements of applicable Laws (including without limitation and for the avoidance of doubt, the requirements of the SEHK or of the SFC or of the CSRC or of any other relevant Authority) in connection with the Global Offering;
- 10.3 **Restrictive covenants:** at any time after the date of this Agreement up to and including the date which is the thirtieth day after the Listing Date, not, and procure that no other member of the Group will:
 - 10.3.1 do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect;
 - 10.3.2 enter into or allow any other member of the Group to enter into any commitment or arrangement which in the reasonable opinion of the Sole Sponsor and the Sole Sponsor-OC has or will or could be reasonably expected to have a Material Adverse Effect;
 - 10.3.3 take any steps which, in the reasonable opinion of the Sole Sponsor and the Sole Sponsor-OC, are or will or could be reasonably expected to be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention, in the Hong Kong Prospectus and which would individually or in aggregate result in a Material Adverse Effect;
 - 10.3.4 if applicable, amend or agree to amend any constitutional document of the Company, including, without limitation, the articles of association, except for the Articles of Association which will become effective on the Listing Date; and
 - 10.3.5 without the prior written approval of the Sole Sponsor and the Sole Sponsor-OC (such approval not to be unreasonably withheld or delayed), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material, press release or information in connection with the Global Offering, or make any amendment to any of the Offering Documents or 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 Sponsor-OC (for itself and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the

provisions of this Agreement, provided that, any approval so given should not constitute a waiver of any rights granted to the Sole Sponsor and/or the Underwriting Parties 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 SEHK, and comply with the Listing Rules and all requirements of the SEHK, the SFC and the CSRC (as applicable), for at least 12 months after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.5 **Legal and regulatory compliance:** comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations, codes and requirements of the CSRC, the Stock Exchange, the SFC and any other relevant Authority, the Listing Rules and the Hong Kong Code on Takeovers and Mergers) including, without limitation:
- 10.5.1 delivering to the SEHK as soon as practicable before the commencement of dealings in the Shares on the SEHK the declaration to be signed by a Director and the company secretary of the Company in the form set out in Form F published in Regulatory Forms (as defined in the Listing Rules);
 - 10.5.2 procuring that the audited consolidated financial statements of the Company for the 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 financial statements contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;
 - 10.5.3 complying with the CSRC Filing Rules, Listing Rules, Part XIVA of the Securities and Futures Ordinance or other requirements in connection with the announcement and dissemination to the public any information required by the CSRC, the SEHK, the SFC and any other Authority to be announced and disseminated to the public;
 - 10.5.4 providing to the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Sponsor and/or the Sole Sponsor-OC may reasonably require;
 - 10.5.5 at all times adopting and upholding a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in the Listing Rules and using its best endeavours to procure that the Directors uphold, comply and act in accordance with the provisions of the same;
 - 10.5.6 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus and submissions to the Stock Exchange and/or the SFC in connection with the Global Offering;

- 10.5.7 complying with the provisions of Chapters 13, 14, 14A and 19 of the Listing Rules and the applicable provisions of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs;
- 10.5.8 maintaining the appointment of a compliance adviser as required by the Listing Rules;
- 10.5.9 complying, cooperating and assisting with record-keeping obligations of the Company, the Sole Sponsor-OC and the Capital Market Intermediaries under the Code and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by the Sole Sponsor-OC;
- 10.5.10 complying with the Listing Rule requirements 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 Sole Sponsor-OC in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
- 10.5.11 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 practicable after it becomes known to the Company and its Directors;
- 10.5.12 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;
- 10.5.13 paying all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC, the United States or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement;
- 10.5.14 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;
- 10.5.15 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notifying the CSRC or the relevant Authorities and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Sole Sponsor, the Sole Sponsor-OC (for itself and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;

- 10.5.16 keeping the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange, the SFC or any other relevant Authority in connection with the Global Offering, and enabling the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Underwriters) to provide (or procuring their provision) to the CSRC, the Stock Exchange, the SFC or any such relevant Authority, in a timely manner, such information in connection with the Global Offering as the CSRC, the Stock Exchange, the SFC or any such relevant Authority may require; and
 - 10.5.17 providing to or procuring for the Sole Sponsor-OC all necessary consents to the provision of the information referred to in **paragraphs 10.5.14 and 10.5.15** to them;
- 10.6 **Internal controls:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been or are being 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 the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report;
- 10.7 **Significant changes:** to the extent permitted under all applicable Laws, promptly provide full particulars thereof to the Sole Sponsor and the Sole Sponsor-OC if, at any time up to or on the date falling 30 Business Days after the Listing Date, there is a significant change which affects or is capable of rendering any information contained in any of the Offering Documents or the CSRC Filings untrue or inaccurate in any material respect or misleading 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, further:
- 10.7.1 inform the SEHK, the SFC, and/or the CSRC of such change or matter if so required by the Sole Sponsor or the Sole Sponsor-OC;
 - 10.7.2 at its expense, as soon as reasonably practicable amend and/or prepare documentation containing reasonable details of such change or matter if so required by the SEHK, the SFC, and/or the CSRC or the Sole Sponsor or the Sole Sponsor-OC and in a form approved by the Sole Sponsor and the Sole Sponsor-OC, deliver such documentation through the Sole Sponsor to the SEHK, the SFC, and/or the CSRC for approval and publish such documentation in such manner as the SEHK, the SFC, and/or the CSRC or the Sole Sponsor or the Sole Sponsor-OC may reasonably require;
 - 10.7.3 to the extent required by any Authority or pursuant to any applicable Laws, at its expense, make all necessary announcements to the SEHK and the press to avoid a false market being created in the Offer Shares, and
 - 10.7.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Sole Sponsor and the Sole

Sponsor-OC (such consent not to be unreasonably withheld or delayed), unless obtaining such prior written consent would result in breach of Laws.

and for the purposes of this **Clause 10.7**, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules;

- 10.8 **Offer of the Shares:** (i) not to, and not to permit any affiliate (as defined in Rule 501(b) of Regulation D under the Securities Act) of the Company to, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) under circumstances that would require the registration of the Offer Shares under the Securities Act; (ii) not to solicit any offer to buy or offer or sell the Offer Shares by means of any form of general solicitation or general advertising (as such terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act; and (iii) not to, and not to permit its affiliates (as defined under Rule 501(b) of Regulation D under the Securities Act) or any person acting on its or their behalf (other than the International Underwriters) to, engage in any directed selling efforts (as that term is defined in Regulation S) with respect to Offer Shares; and
- 10.9 **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.

- 10.10 **Confirmation and acknowledgement:** The Company hereby confirms and acknowledges that each of the Sole Sponsor-OC has:
- 10.10.1 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;
- 10.10.2 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;
- 10.10.3 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;
- 10.10.4 advised the Company on the information that should be provided to syndicate CMI to enable them to meet their obligations and responsibilities under the Code, including information about the Company to facilitate a reasonable assessment of the Company required under the Code;
- 10.10.5 provided guidance to the Company on the market’s practice on the ratio of fixed and discretionary fees to be paid to syndicate CMI participating in an IPO, which is currently around 75% fixed and 25% discretionary;
- 10.10.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC

and any other Authority which apply to placing activities including the Global Offering, and that the Company and its Directors fully understand and undertake to Sole Sponsor, the Sole Sponsor-OC and the Underwriters that they have met or will meet these responsibilities; and

- 10.10.7 where the Company decided not to adopt the Sole Sponsor-OC'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.

11 TERMINATION

- 11.1 **Termination events:** If any of the events set out below occur at any time prior to 8:00 a.m. on the Listing Date, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters), in its sole and absolute discretion, shall have the right by giving a written notice to the Company to terminate this Agreement with immediate effect:

- 11.1.1 there shall develop, occur, exist or come into effect:

- (a) any event, or series of events, in the nature of force majeure (including, without limitation, any acts of government, declaration of a local, national, regional or international emergency or war, calamity, crisis, epidemic, pandemic, outbreaks, escalation, adverse mutation or aggravation of diseases (including, without limitation, COVID-19, Severe Acute Respiratory Syndrome (SARS), swine or avian flu, H5N1, H1N1, H7N9, Ebola virus, Middle East respiratory syndrome and such related/mutated forms), comprehensive sanctions, economic sanctions, strikes, labour disputes, lock-outs, other industrial actions, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, civil commotion, rebellion, riots, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God, acts of terrorism (whether or not responsibility has been claimed) or paralysis in government operations) in or affecting Hong Kong, the PRC, the United States, the Cayman Islands, the United Kingdom or the European Union (or any member thereof), Mexico, Thailand or any other jurisdiction relevant to the Group (each a “**Relevant Jurisdiction**” and collectively, the “**Relevant Jurisdictions**”);
- (b) any change or development involving a prospective change, or any event or circumstances or series of events likely to result in any change or development involving a prospective change, in any local, national, regional or international financial, economic, political, military, industrial, legal, fiscal, regulatory, currency, credit or market matters or conditions, equity securities or exchange control or any monetary or trading settlement system or other financial markets (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, interbank markets and credit markets), in or affecting any of the Relevant Jurisdictions;
- (c) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or

maximum price limit or price range) in or on trading in securities generally on the SEHK, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Tokyo Stock Exchange or the Singapore Stock Exchange;

- (d) any general moratorium on commercial banking activities in the PRC (imposed by the People's Bank of China), Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent authority), New York (imposed at the U.S. Federal or New York State level or by any other competent authority), London, the European Union (or any member thereof) or any of the other Relevant Jurisdictions (declared by any relevant competent authority) or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in or affecting any of the Relevant Jurisdictions;
- (e) any new law or regulation or any change or development involving a prospective change in existing Laws or regulations or any change or development involving a prospective change in the interpretation or application thereof by any court or any other competent governmental authority in or affecting any of the Relevant Jurisdictions;
- (f) the imposition of comprehensive sanctions under any sanctions Laws, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by or for any of the Relevant Jurisdictions or relevant to the Company or any member of the Group;
- (g) any change or development involving a prospective change or amendment in or affecting taxation or foreign exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a devaluation of the United States dollar, the Hong Kong dollar or RMB against any foreign currencies or a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or RMB is linked to any foreign currency or currencies), or the implementation of any exchange control, in any of the Relevant Jurisdictions or affecting an investment in the Offer Shares;
- (h) other than with the prior written consent of the Sole Sponsor and the Sole Sponsor-OC, the issue or requirement to issue by the Company of a supplement or an amendment to the Hong Kong Prospectus, the offering circular, the CSRC Filings or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (WUMP) Ordinance or the Listing Rules or upon any requirement or request of the SEHK, the CSRC and/or the SFC;
- (i) any demand by any creditors for repayment or payment of any of the indebtedness of any member of the Group or an order or petition for the winding up or liquidation of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member

of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group;

- (j) the chief executive officer or any Director or any member of the senior management of the Company is vacating his or her office;
- (k) any litigation, dispute, proceeding, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or any Director or any member of the senior management of the Company or the Controlling Shareholders;
- (l) any contravention by any member of the Group or any Director or any member of the senior management of the Company of any applicable Laws and regulations, including the Listing Rules, the Companies Ordinance, the Companies (WUMP) Ordinance and the PRC Company Law; or
- (m) any non-compliance of the Hong Kong Public Offering Documents or the CSRC Filings (or any other documents used in connection with the contemplated subscription and sale of the Offer Shares or any aspect of the Global Offering) with the Listing Rules or any other applicable Laws and regulations (including, without limitation, the Listing Rules, the Companies Ordinance, the Companies (WUMP) Ordinance and the CSRC Rules),

which, individually or in the aggregate, in the sole and absolute opinion of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters):

- (1) has or will have or is likely to have a Material Adverse Effect;
- (2) has or will have or is likely to have a material adverse effect on the success or marketability of the Global Offering or the level of applications for or the distribution of the Offer Shares under the Hong Kong Public Offering or the level of interest under the International Offering;
- (3) makes or will make or is likely to make it inadvisable, inexpedient, impracticable or incapable for the Hong Kong Public Offering and/or the International 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 the Prospectus, the Formal Notice, the Preliminary Offering Circular or the Offering Circular; or
- (4) has or will have or is likely to have the effect of making any part of this Agreement (including underwriting the Hong Kong Public Offering) incapable or impracticable of performance in accordance with its terms or preventing or delaying the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Sole Sponsor and/or the Sole Sponsor-OC that:

- (a) any statement contained in the PHIP, any of the Offering Documents, the CSRC Filings and/or any notices or announcements advertisements, communications or other documents (including any announcement, circular, document or other communication pursuant to this Agreement) issued by or on behalf of the Company in connection with the Global Offering (including any supplement or amendment thereto but excluding names and addresses of the Underwriters) (but excluding information relating to the Underwriters, it being understood that such information consists of only their logos, names and addresses) (the “**Offer Related Documents**”) was, when it was issued, or has become, untrue, incorrect, inaccurate or incomplete in any material respect or misleading or deceptive, or that any estimate, forecast, expression of opinion, intention or expectation contained in any of such documents (including any supplement or amendment thereto) is not fair and honest and based on reasonable grounds or, where appropriate, based on reasonable assumptions with reference to the facts and circumstances then subsisting taken as a whole;
- (b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus, constitute a material misstatement in, or material omission from any of the Offer Related Documents;
- (c) there is a material breach of, or any event or circumstance rendering untrue, incorrect, incomplete or misleading in any respect, any of the representations or warranties given by the Company or any of the Controlling Shareholders in this Agreement or the International Underwriting Agreement (including any supplement or amendment thereto), as applicable;
- (d) there is a material breach of any of the obligations imposed upon the Company or any of the Controlling Shareholders under this Agreement or the International Underwriting Agreement (including any supplement or amendment thereto), as applicable;
- (e) there is an event, act or omission which gives or is likely to give rise to any liability of the Company or any of the Controlling Shareholders pursuant to the indemnities given by any of them under this Agreement or the International Underwriting Agreement (including any supplement or amendment thereto), as applicable;
- (f) there is any Material Adverse Effect;
- (g) the approval of the SEHK of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering (including pursuant to any exercise of the Offer Size Adjustment Option and the Over-allotment Option), other than subject to applicable conditions, is refused or not granted on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by applicable conditions), revoked or withheld;

- (h) 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;
- (i) any expert named as expert in the Hong Kong Prospectus (other than the Sole Sponsor) has withdrawn its consent to the issue of the Hong Kong Prospectus 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;
- (j) the Company withdraws any of the Offer Related Documents or the Global Offering;
- (k) there is a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares (including pursuant to any exercise of the Offer Size Adjustment Option and the Over-allotment Option) pursuant to the terms of the Global Offering; or
- (l) any Director or the chief executive officer of the Company is being charged with an indictable offence or is prohibited by operation of law or otherwise disqualified from taking part in the management of a company or taking a directorship of a company or there is a commencement by any governmental, political or regulatory body of any investigation or other action against any Director or the chief executive officer of the Company in his or her capacity as such or any member of the Group or an announcement by any governmental, political or regulatory body that it intends to commence any such investigation or take any such action; and
- (m) there is an order or petition for the winding-up of any major subsidiary of the Company as disclosed in the Prospectus or any composition or arrangement made by the Company with its creditors or a scheme of arrangement entered into by the Company or any resolution for the winding-up of the Company or the appointment of a provisional liquidator, receiver or manager over all or part of the assets or undertaking of the Company or anything analogous thereto occurring in respect of the Company.

For the purpose of this **Clause 11.1** only, the exercise of right of the Sole Sponsor and/or the Sole Sponsor-OC under this **Clause 11.1** shall be final, conclusive and binding on the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters.

11.2 Effect of termination: Upon the termination of this Agreement pursuant to the provisions of **Clause 11.1** or **Clause 2.4**:

- 11.2.1 subject to **Clauses 11.2.2** and **11.2.3** below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that **Clauses 6.3 to 6.4** and **12 to 17** and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination;

- 11.2.2 the Company shall refund as soon as practicable all payments made by the Hong Kong Underwriters or any of them pursuant to **Clause 4.9** and/or by the Sole Sponsor-OC pursuant to **Clause 4.10** and/or by applicants under the Hong Kong Public Offering (in the latter case, the Company shall use its best endeavours to procure that the Hong Kong share registrar and the Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar Agreement and the Receiving Bank Agreement); and
- 11.2.3 the Company shall as soon as reasonably practicable pay to the Sole Sponsor and the Underwriting Parties the costs, expenses, fees, charges and Taxation set out in **Clauses 6.3** and **6.4** and the Sole Sponsor and the Underwriting Parties may, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominee to make such (or any part of such) payments..

12 INDEMNITY

- 12.1 **Indemnity:** Each of the Warrantors (collectively, the “**Indemnifying Parties**” and individually, an “**Indemnifying Party**”) jointly and severally undertakes to the Sole Sponsor, the Underwriting Parties and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses, claims (and any action, writ, or proceeding (including any investigation or inquiry by or before any Authority) and Taxation (collectively, “**Losses**” and individually, a “**Loss**”) which, jointly or severally, any such Indemnified Party may suffer or incur, and against all litigation, actions, writs, suits, proceedings (including, without limitation, any investigation or inquiry by or before any Authority), demands, judgment, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, “**Proceedings**” and individually, a “**Proceeding**”), which may be made, brought or threatened or alleged to be made or brought against any such Indemnified Party jointly or severally or otherwise involving any Indemnified Party, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:
- 12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proof, the PHIP, the CSRC Filings and any notices, announcements, advertisements, press releases, communications or other documents issued by or on behalf of the Company relating to or connected with the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Underwriting Parties or any of them) (collectively, the “**Related Public Information**”); or
- 12.1.2 any of the Related Public Information containing any untrue or alleged untrue statement of a fact (except for the name, logo, address and qualification of each of the Sole Sponsor, Sole Sponsor-OC and the Hong Kong Underwriters (where applicable)), or omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading,

or not containing or being alleged not to contain all the information as investors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares, or any information material in the context of the Global Offering whether required by Laws or otherwise, or being or alleged to be defamatory of any person or any jurisdiction; or

- 12.1.3 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Sole Sponsor, the Underwriting Parties or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or
- 12.1.4 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information being or alleged to be untrue, incomplete, inaccurate or misleading in any respect or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a fact necessary in order to make the statements therein, in light of the circumstances under which they were made not misleading; or
- 12.1.5 the execution, delivery and performance of this Agreement by the Warrantors, and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 12.1.6 any breach or alleged breach on the part of any of the Warrantors of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association or the International Underwriting Agreement; or
- 12.1.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, incomplete, inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 12.1.8 the execution, delivery and performance by the Sole Sponsor, the Underwriting Parties or any of them of their or its obligations and roles under this Agreement or the Offering Documents or the CSRC Filings or otherwise in connection with the Global Offering (including but not limited to their respective roles and responsibilities under the Code); or
- 12.1.9 any act or omission of any member of the Group or any of the Controlling Shareholders in relation to the Global Offering; or
- 12.1.10 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code, the CSRC Rules, or any Law of any Relevant Jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or

- 12.1.11 any failure or alleged failure by the Warrantors or any of the Directors to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or any 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
- 12.1.12 any breach or alleged breach by any member of the Group or any Directors of any applicable Laws; or
- 12.1.13 any Proceeding by or before any Authority having commenced or being instigated or threatened against any member of the Group or any of its Directors or any of the Controlling Shareholders or the settlement of any such Proceeding; or
- 12.1.14 any breach by the Warrantors of the terms and conditions of the Global Offering; or
- 12.1.15 any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offering Documents, or any 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
- 12.1.16 any other matters arising out of or in connection with the Global Offering,

provided that the indemnity provided for in this **Clause 12** shall not apply in connection with the matters referred in **Clause 12.1.8** in respect of any Indemnified Party to the extent where any such Proceeding or any such Loss is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal to have been arisen solely and directly from the fraud, wilful default or gross negligence on the part of the relevant Indemnified Party. The non-application of the indemnity provided for in this **Clause 12** in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 12.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to (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 12**), any Indemnifying Party for any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein or in the Offering Documents and/or the CSRC Filings, the performance by the Sole Sponsor, the Underwriting Parties or any other Indemnified Party of their obligations hereunder or otherwise in connection with the Global Offering, the offer, allotment, issue, sale or delivery of the Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents or any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares, provided that the foregoing, except in connection with matters as provided in **Clause 3.14**, which for the avoidance of doubt shall not exclude any liability of any Indemnified Party for such Losses of Indemnifying Parties which are finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal to have been arisen solely and directly from the fraud, wilful default or gross negligence on the part of the relevant Indemnified Party.

- 12.3 **Notice of claims:** If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability against that Indemnifying Party under the indemnity provided under **Clause 12.1**, it shall promptly give notice thereof to the Sole Sponsor and the Sole Sponsor-OC (on behalf of other Indemnified Parties) in writing with reasonable details thereof.
- 12.4 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this **Clause 12** may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify the Indemnifying Party in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability which such Indemnifying Party may have to any Indemnified Party under this **Clause 12** or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the written consent of any Indemnified Parties and such consent shall not be unreasonably withheld or delayed) also be counsel to the Indemnified Party. Unless the Sole Sponsor and the Sole Sponsor-OC (on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Sole Sponsor and the Sole Sponsor-OC (on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred, provided that all invoices substantiating the amount being claimed shall be supplied to the Indemnifying Party.
- 12.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of the Indemnified Parties (such consent shall not be unreasonably withheld or delayed), effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent to the entry of judgment includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to 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 Law) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Parties with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, compromise or consent 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 herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.

- 12.6 **Arrangements with advisers:** If an Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:
- 12.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;
 - 12.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
 - 12.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 12.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 12 shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12, save and except where such Losses or Proceedings are finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal to have been arisen solely and directly from the fraud, wilful default or gross negligence on the part of the Indemnified Parties.
- 12.8 **Payment on demand:** All amounts subject to indemnity under this **Clause 12** shall be paid by an Indemnifying Party as and when they are incurred within 30 Business Days of a written notice demanding payment and setting out details of the amount accompanied by all invoices to substantiate the amount claimed being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.
- 12.9 **Payment free from counterclaims/set-offs:** All payments payable by an Indemnifying Party under this **Clause 12** shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by any Law. If an Indemnifying Party makes a deduction or withholding under this **Clause 12**, the sum due from such Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 12.10 **Taxation:** If a payment under this **Clause 12** will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.

- 12.11 **Full force:** The foregoing provisions of this **Clause 12** will continue in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be made or issued by any of the Warrantors (or by any of their respective directors, officers, employees, consultants, advisers 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 Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) except in the event and to the extent that any such announcement is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, the CSRC and the SFC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters), where practicable, have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.
- 13.2 **Discussion with the Sole Sponsor and the Sole Sponsor-OC:** The Company undertakes to the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) that it will, and the Controlling Shareholders undertake to using its/ his best endeavours to procure that the Company will, discuss with the Sole Sponsor and the Sole Sponsor-OC any announcement with respect to the Global Offering which may conflict in any material respect with any statement in the Hong Kong Prospectus 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 the Hong Kong Prospectus.
- 13.3 **Full force:** Subject to **Clause 13.1**, for the avoidance of doubt, the restriction contained in this **Clause 13** shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, for so long as the Sole Sponsor or the Sole Sponsor-OC remains as a sponsor or adviser to the Company, or the termination of this Agreement.

14 CONFIDENTIALITY

- 14.1 **Information confidential:** Subject to **Clause 14.2**, each party hereto shall, and shall procure that its affiliates and its and their directors, partners, officers, employees and agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.
- 14.2 **Exceptions:** Any party hereto may disclose, or permit its affiliates and its and their directors, partners, officers, employees and agents to disclose, information which would otherwise be confidential if and to the extent:
- 14.2.1 required by applicable Laws;
- 14.2.2 required or requested by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, the

CSRC and the SFC, whether or not the requirement for disclosure of information has the force of law;

- 14.2.3 required to vest the full benefit of this Agreement in such party;
- 14.2.4 disclosed to the professional advisers and auditors of such party on a strictly need-to-know basis 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 reasonably required or reasonably requested by any of the Sole Sponsor, the Underwriting Parties or their respective affiliates for the purpose of the Global Offering or necessary in the view of any such party to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations; or
- 14.2.7 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters)), with such approval not to be unreasonably withheld,

provided that, in the cases of **Clauses 14.2.3** and **14.2.7**, 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 remain in full force and effect 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; and
 - 15.2.4 if sent by email, at the time of sending provided no report of returned email or failure of delivery is received by the sender within 24 hours after the despatch of such email.

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 email address of each of the parties for the purpose of this Agreement, subject to **Clause 15.4**, are as follows:

If to the Company, to:

No. 1166, Mingguang North Road, Jiangshan Town, Yinzhou District, Ningbo, Zhejiang Province, PRC

Email : zhaonanyan@mail.aux-home.com
Attention : Ms. ZHAO Nanyan

If to the Controlling Shareholders, to:

No. 1166, Mingguang North Road, Jiangshan Town, Yinzhou District, Ningbo, Zhejiang Province, PRC

Email : zhaonanyan@mail.aux-home.com
Attention : Ms. ZHAO Nanyan

If to CICC, to:

29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

Email : ib_dqh@cicc.com.cn
Attention : Project Aux Deal Team

If to any of the 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 2**.

- 15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address, email address or facsimile number for the purposes of **Clause 15.3**, provided that such notification shall only be effective on:

15.4.1 the date specified in the notification as the date on which the change is to take place; or

15.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

16 GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

- 16.1 **Governing law:** This Agreement and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of Hong Kong.

16.2 Arbitration:

16.2.1 Each party to this Agreement agrees, on behalf of itself and, in the case of the Sole Sponsor, the Sole Sponsor-OC, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as agent for their respective affiliates, that any dispute, controversy, difference or claim arising out of or relating to this Agreement, including its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability and any dispute regarding non-contractual obligations arising out of or relating to this Agreement (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the Hong

Kong International Arbitration Centre (“HKIAC”) under the HKIAC Administered Arbitration Rules (the “Rules”) in force when the Notice of Arbitration is submitted in accordance with the Rules, as may be supplemented or amended by this **Clause 16**. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration clause shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this **Clause 16.2** shall survive the termination of this Agreement, the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this **Clause 16**.

16.2.2 Notwithstanding **Clause 16.2.1**, and irrespective of whether any arbitration has been commenced pursuant to **Clause 16.2.1**, each of the Sole Sponsor, the Sole Sponsor-OC, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters shall also have the sole and absolute right:

- (a) to refer any Dispute to be finally resolved by any court of competent jurisdiction; and
- (b) in circumstances in which they become or are joined as a defendant or third party in any proceedings, to pursue claims against the Company and/or the Controlling Shareholders in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise) and for such purposes the Company and the Controlling Shareholders hereby irrevocably consent to be joined as parties to such proceedings.

Once any Dispute is referred to a court pursuant to **Clause 16.2.2(a)** or **Clause 16.2.2(b)**, the parties to this Agreement shall discontinue any arbitration in respect of the same Dispute as soon as possible. For the purposes of this **Clause 16.2.2**, the Company and the Controlling Shareholders hereby irrevocably submit to the jurisdiction of any court in which proceedings are commenced pursuant to **Clause 16.2.2(a)** or **Clause 16.2.2(b)** and waive any objection to the exercise of such jurisdiction or the recognition or enforcement in the courts of any other jurisdictions of a judgment delivered by such court.

16.3 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of the arbitral tribunal appointed or constituted for any arbitration commenced under the provisions of **Clause 16.2** and of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of **Clause 16.2**.

16.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of **Clause 16.2** and any claim of *forum non conveniens* and further irrevocably agrees that a judgment in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

- 16.5 **Service of documents:** Each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process in respect of proceedings permitted to be brought under the provisions of this **Clause 16** shall be sufficiently and effectively served on it if delivered in accordance with **Clause 15** and, in the case of the Company or the Controlling Shareholders, in accordance with **Clause 15** or **Clause 16.6**.
- 16.6 **Process agent:** The Company has established a principal place of business in Hong Kong at Room 1912, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong, and has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance. Each of the Controlling Shareholders irrevocably appoints the Company as their authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Company or the Controlling Shareholders at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. If for any reason such agent shall cease to be agent for the service of process for any of the Company and the Controlling Shareholders, each of the Company and the Controlling Shareholders shall as soon as reasonably practicable appoint a new agent for the service of process in Hong Kong acceptable to the Sole Sponsor and the Sole Sponsor-OC and deliver to each of the other parties to this Agreement a copy of the new agent's acceptance of that appointment within 14 days, failing which the Sole Sponsor and/or the Sole Sponsor-OC shall be entitled to appoint such new agent for and on behalf of the Company and the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company and the Controlling Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Law.

Where proceedings are taken against the Company or the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Controlling Shareholders (as the case may be) shall forthwith appoint an agent for the service of process in that jurisdiction acceptable to the Sole Sponsor and the Sole Sponsor-OC and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment within 14 days, failing which the Sole Sponsor and/or the Sole Sponsor-OC shall be entitled to appoint such agent for and on behalf of the Company or the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Controlling Shareholders.

17 GENERAL PROVISIONS

- 17.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.
- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 17.3 **Assignment:** Each of the Sole Sponsor and Underwriting Parties may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in **Clauses 8** and **12**, respectively, to any of the persons who have the benefit of the indemnities in **Clause 12** and any successor entity to such Sole

Sponsor, the Underwriting Parties or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.

- 17.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or 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 Underwriting Parties or any of them, of such amendment or supplement to any of the Offering Documents or the 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 Underwriting Parties, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor, the Underwriting Parties, 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 Engagement Letter, and (ii) with respect to the Company and the relevant CMI, the engagement letter entered into between the Company and the relevant CMI (collectively, the “**CMI Engagement Letters**”), constitutes the entire agreement between the Company, the Controlling Shareholders, the Sole Sponsor, the Sole Sponsor-OC, 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 Engagement Letter and CMI Engagement Letters shall continue to be in force and binding upon the parties thereto. If any terms herein this Agreement are inconsistent with that of the Sponsor and Sponsor-OC Engagement Letter and CMI Engagement Letters, the terms in this Agreement shall prevail.
- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.

- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to each counterpart, upon confirmation by or on behalf of a party that such party authorises the attachment of its counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment, 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 **Taxation:** All payments to be made by the Company or the Controlling Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company or the Controlling Shareholders, as the case may be, will increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Sole Sponsor and the Underwriting Parties, as applicable.

If any of the Sole Sponsor or the Underwriting Parties is required by any Authority to pay any Taxes as a result of this Agreement, the Company or the Controlling Shareholders (as the case may be) will pay an additional amount to such Sole Sponsor, or such Underwriting Party so that the full amount of such payments as agreed in this Agreement to be paid to such Sole Sponsor or Underwriting Party is equal to the net amount received by such Sole Sponsor or Underwriting Party. The Company and the Controlling Shareholders will further, if requested by such Sole Sponsor or Underwriting Party, use reasonable efforts to give such assistance as such Joint Sponsor or Underwriting Party may reasonably request to assist such Sole Sponsor or Underwriting Party in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Sole Sponsor or Underwriting Party reasonably requests, making available to such Sole Sponsor or Underwriting Party notices received from any Authority as soon as reasonably practicable, and, subject to the receipt of funds from such Sole Sponsor or Underwriting Party, by making payment of such funds on behalf of such Sole Sponsor or Underwriting Party to the relevant Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment. However, no such additional amount(s) will be payable in respect of withholding or deduction for or on account of (i) any income taxes of or other Taxes imposed on any Underwriting Party as a result of such parties having a connection with the relevant taxing jurisdiction other than a connection arising solely as a result of the transactions contemplated hereunder or (ii)

any Taxes to the extent imposed as a result of the failure of any Underwriting Party to timely provide information or certification requested by the Company that would have reduced or eliminated such Taxes or otherwise comply with the applicable Laws relating to Taxation.

- 17.12 **Authority to the Sole Sponsor-OC:** Unless otherwise provided herein, each Hong Kong Underwriter (other than the Sole Sponsor-OC) hereby authorises the Sole Sponsor-OC to act on behalf of all the Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Hong Kong Underwriters or any of them under this Agreement and authorises the Sole Sponsor-OC in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.13 **Officer's Certificates:** Any certificate signed by any officer of the Company and delivered to the Sole Sponsor-OC or the Joint Global Coordinators, or the Sole Sponsor or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Overall Coordinator, Joint Global Coordinator, Sole Sponsor or Underwriter. Any certificate signed by any of the Controlling Shareholders or any officer of the Controlling Shareholders and delivered to the Sole Sponsor-OC, or the Joint Global Coordinators, or the Sole Sponsor or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Controlling Shareholders, as to matters covered thereby, to each Overall Coordinator, Joint Global Coordinator, Sole Sponsor 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 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, or any loss or damage or liability suffered or incurred by it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;
- 17.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to it whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and
- 17.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it under this Agreement) not to make any claim against any director, officer or employee of the Company or of any other member of the Group on whom it may have relied on before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.
- 17.15 **Professional Investor Treatment Notice:** The Company has read and understood the Professional Investor Treatment Notice set forth in **SCHEDULE 8** and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "you" or "your" mean the Company, and "we" or "us" or "our" mean the Sole Sponsor-OC (for itself on behalf of the Hong Kong Underwriters).

- 17.16 **Survival:** The provisions in this **Clause 17** shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.
- 17.17 **Further Assurance:** The Warrantors shall from time to time, upon being reasonably required to do so by the Sole Sponsor or the Underwriting Parties 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 or the Underwriting Parties may reasonably require to give full effect to this Agreement and securing to the Sole Sponsor and the Underwriting Parties or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 17.18 **Contracts (Rights of Third Parties) Ordinance:** To the extent otherwise set out in this **Clause 17.18**, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- 17.18.1 Indemnified Parties may enforce and rely on **Clause 12** to the same extent as if they were a party to this Agreement.
- 17.18.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in **Clause 17.18.1**.
- 17.18.3 The assignee pursuant to **Clause 17.3** may enforce and rely on this Agreement as if it were a party to this Agreement.

SCHEDULE 1
THE CONTROLLING SHAREHOLDERS

Name	Address
Zheng Jianjiang	No. 52, Group 18, Hengcun Village, Longguan Township, Yinzhou District, Ningbo, Zhejiang Province, the PRC
Ze Hui Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town Tortola, VG1110 British Virgin Islands
China Prosper Enterprise Holding Co., Ltd.	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
AUX Holdings Group Co., Ltd. (奧克斯控股集團有限公司)	Cricket Square, Hutchins Drive P.O. Box 2681, Grand Cayman KY1-1111 Cayman Islands

SCHEDULE 2
THE HONG KONG UNDERWRITERS

Hong Kong Underwriters	Maximum number of Hong Kong Offer Shares to be underwritten	Percentage to be underwritten
China International Capital Corporation Hong Kong Securities Limited 29/F One International Finance Centre 1 Harbour View Street Central Hong Kong	See below	See below
Orient Securities (Hong Kong) Limited 28th and 29th Floor 100 Queen's Road Central Hong Kong	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
ICBC International Securities Limited 37/F, ICBC Tower 3 Garden Road Hong Kong	See below	See below
Futu Securities International (Hong Kong) Limited 34/F, United Centre No. 95 Queensway Admiralty Hong Kong	See below	See below
Total	10,358,200	100%

The number of Hong Kong Offer Shares underwritten by each of the Hong Kong Underwriters shall be determined in the manner set out below:

$$A = B/C \times 10,358,200 + D$$

where:

“A” is the number of the Hong Kong Offer Shares underwritten by the relevant Hong Kong Underwriter, provided that: (i) any fraction of an Offer Share shall be rounded to the nearest whole number of Offer Share, (ii) the total number of Hong Kong Offer

Shares to be underwritten by the Hong Kong Underwriters shall be exactly 10,358,200 if the Offer Size Adjustment Option is not exercised and (iii) the number 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 Firm 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 Firm 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.

“**D**” is the number of the Offer Size Adjustment Option Shares under the Hong Kong Public Offering upon exercise of the Offer Size Adjustment Option by the Company on or before the time of the execution of the Price Determination Agreement.

SCHEDULE 3
THE WARRANTIES
Part A: Representations and Warranties of the Warrantors

The Company represents, warrants, agrees and undertakes to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and each of them as follows:

Accuracy of Information

1. All information disclosed or made available in writing from time to time (and any new or additional information serving to update or amend such information) by or on behalf of the Company or any other member of the Group and/or any of their respective directors, officers, or employees to the SEHK, the SFC, the CSRC, the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters, the International Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company, the Hong Kong Underwriters or the International Underwriters in connection with the Global Offering and/or the listing of the Shares on the SEHK (including, without limitation, for the purpose of replying to queries and comments raised by the SEHK, the SFC and the CSRC, the answers and documents provided for or in the course of due diligence or contained in or referred to in the Verification Notes, or the discharge by the Sole Sponsor of its obligations as a sponsor under the Code of Conduct, the Listing Rules and the CSRC Rules, or the discharge by the Sole Sponsor-OC and the Capital Market Intermediaries of their respective obligations as a Sponsor-OC and/or a Capital Market Intermediary under the Code of Conduct, the Listing Rules and the CSRC Rules) was so disclosed or made available in full and in good faith and was, at the time of disclosure, and remains complete, true and accurate and not misleading.
2. The Company has complied with all material 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. The CSRC Filing Report, including any letters, filings, correspondences, communications, documents, responses, and submissions in any form (including any amendments, supplements and/or modifications thereof) is complete, true and accurate in all material respects and not misleading, and does not omit any material information which would make the statements made therein, in light of the circumstances under which they are made, misleading.
3. The CSRC Filings made by or on behalf of the Company had been in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.
4. All forecasts and estimates so disclosed or made available have been made after careful consideration and, where appropriate, are based on assumptions referred to in each of the Hong Kong Prospectus, the Preliminary Offering Circular, the CSRC Filings or other related documents (in each case to the extent applicable) and represent reasonable and fair expectations held in good faith based on facts known at the time to the Company and the Directors. Such forecasts and estimates do not omit or neglect to include or take into account any facts or matters which are material to such forecasts or estimates.

5. (A) None of the Hong Kong Public Offering Documents, the Formal Notice, the Investor Presentation Materials, the Preliminary Offering Circular and the PHIP contained or will contain an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and (B) no individual Supplemental Offering Material conflicted or will conflict with the Hong Kong Public Offering Documents and the Preliminary Offering Circular (as used herein, **“Supplemental Offering Material”** means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares including without limitation, any roadshow presentation relating to the Offer Shares that constitutes such written communication, other than the Hong Kong Public Offering Documents or amendments or supplements thereto), provided, however, that the Company makes no representation or warranty as to the information furnished to the Company in writing by the Overall Coordinators expressly and specifically for inclusion in the Hong Kong Prospectus and the Preliminary Offering Circular. For the purposes of this Agreement, the only information furnished in writing to the Company by or on behalf of the Hong Kong Underwriters expressly and specifically for inclusion in the Hong Kong Prospectus and the Preliminary Offering Circular is the respective names of the Hong Kong Underwriters.
6. [reserved]
7. [reserved]
8. The Company (including, without limitation, its agents and representatives, other than the Hong Kong Underwriters and the International Underwriters in their capacity as such) (A) have not made, used, prepared, authorised, approved or referred to any Supplemental Offering Material and (B) will not prepare, make, use, authorise, approve or refer to any Supplemental Offering Material, in each case, without the prior consent of the Sole Sponsor, the Sole Sponsor-OC and Overall Coordinators.
9. All statements or expressions of opinion, expectation or intention (including, without limitation, the statements regarding the sufficiency of working capital, planned or estimated capital expenditure, future plans, use of proceeds, projected cash flows and working capital, critical accounting policies, indebtedness, prospects, dividends, material contracts, industry trends, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the CSRC Filings, the PHIP and the Formal Notice at and as of the date of this Agreement, the Hong Kong Prospectus Date and at all other times when the Warranties are repeated pursuant to this Agreement, are and will remain fairly and honestly made on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are honestly held by the Company and its Directors and there are no other material facts known or which could have been known to the Company or its directors the omission of which would make any such statement or expression misleading.
10. (A) The Hong Kong Public Offering Documents and the Formal Notice contains or includes all material information and particulars required to comply with all statutory and other provisions, including without limitation, the Companies (WUMP) Ordinance, the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the Shares on the Main Board of the SEHK (unless any such requirement has been waived or exempted by the relevant Authority) and (B) the Hong Kong Public Offering Documents contain or include all such material information as investors and their professional advisers would reasonably

require, and reasonably expect to find therein, for the purpose of making an informed assessment of the business, condition (financial or other), assets and liabilities, financial position, profits and losses, and prospects of the Group, taken as a whole, and the rights attaching to the Shares.

11. The statements under the sections headed “Risk Factors”, “Industry Overview”, “History, Reorganization and Corporate Structure”, “Share Capital”, “Underwriting”, “Structure of the Global Offering”, “Appendix IV – Summary of the Constitution of Our Company and Cayman Islands Company Law”, “Appendix V – Statutory and General Information” in each of the Hong Kong Prospectus and the Preliminary Offering Circular, insofar as they purport to constitute summaries of the terms of the Shares and describe provisions of Laws, regulations, documents and other legal matters referred to therein, are a fair and accurate summary of the relevant Laws, regulations, documents and legal matters in all material respects and not misleading.
12. The statements contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the sections headed “Risk Factors”, “Business” and “Financial Information” are complete, true and accurate in all material respects and not misleading.
13. All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice, the OC Announcement and all filings and submissions provided by or on behalf of the Company to the SEHK, the SFC or the CSRC) have complied and will comply with all applicable Laws in all material respects.
14. Each of the Application Proof and the PHIP is in compliance with Chapters 3 and 6 of the Guide for New Listing Applicants published by the SEHK (the “**Guide**”) on redactions therein and appropriate warning and disclaimer statements for publication thereof published by the SEHK.
15. Neither the Application Proof nor the PHIP constitutes a prospectus, notice, circular, brochure or advertisement offering to sell any securities to the public in any jurisdiction, or an invitation to the public to make offers to subscribe for or purchase any securities, or is calculated to invite offers by the public to subscribe for or purchase any securities. Neither the Application Proof nor the PHIP is an inducement to subscribe for or to purchase any securities, and no such inducement was intended or made by the Company in publishing the Application Proof or the PHIP.
16. All the interests and short positions of each of the Directors in the Shares, underlying shares and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the SEHK pursuant to Divisions 7 and 8 of Part XV of such Ordinance, or which will be required pursuant to section 352 of such Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the SEHK pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, and to the extent applicable, in any assets which, in the two years preceding the date of the Hong Kong Prospectus, have been acquired or disposed of by, or leased to, any member of the Group or are proposed to be acquired, disposed of by, or leased to, any member of the Group, are fully, completely and accurately disclosed in all material respects in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
17. None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and/or power of attorney issued by him or her to the Company and the Sole Sponsor, and such authority and confirmations remain

in full force and effect.

The Company and the Group

18. As of the date of this Agreement, the Company has the authorised and issued share capital as set forth in the Hong Kong Prospectus and the Preliminary Offering Circular; all of the issued Shares of the Company (A) have been duly authorised and validly issued and are fully paid and non-assessable, (B) are owned by the existing shareholders in the amounts specified in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (C) have been issued in compliance with all applicable Laws in all material respects, (D) were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right, and (E) held by the major shareholders (including the Controlling Shareholder(s) (as defined in the Hong Kong Prospectus)) of the Company are not subject to any Encumbrance.
19. (A) The Company and each of the Major Subsidiaries (as defined in the Hong Kong Prospectus) (a) has been duly established and is capable of suing and being sued, and is validly existing as a company with limited liability under the Laws of its place of incorporation, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and, where applicable, as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, to execute and deliver each of this Agreement, the International Underwriting Agreement and the Operative Documents and to perform its obligations hereunder and thereunder and to issue and deliver the Offer Shares as contemplated herein, and (b) is duly qualified to transact business and is in good standing (where such concept is applicable) in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); and (B) the articles of association and other constituent or constitutive documents and the business licenses, as applicable, of the Company and each of the Major Subsidiaries of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organisation in all material respects and are in full force and effect.
20. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no person, individually or together with its affiliates, beneficially owns, 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.
21. (A) The section headed "Appendix I – Accountants' Report – II. Notes to the Historical Financial Information – 1. Corporate and Group Information" of the Hong Kong Prospectus and the Preliminary Offering Circular sets forth a list of the major subsidiaries of the Company and the Company's interest therein; (B) the Company owns all the issued or registered capital or other equity interests of or in each other member of the Group; the registered capital (in the form of shares or otherwise) of each subsidiary of the Company has been duly and validly issued and all contributions to such registered capital having been paid within the time periods prescribed under applicable Laws and their respective articles of association, and all payments of such contributions having been approved by the applicable governmental authorities); all of such shares of capital stock or other equity interests (in case of any PRC subsidiary of the Company, such registered capital) have been issued in compliance with all applicable Laws and were not issued in violation of any pre-emptive rights, resale rights, rights of first refusal or similar rights and is owned by the Company subject to no security interest or other Encumbrance or adverse claims; (C) other than the share

capital or other equity interests of or in the other members of the Group, the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any corporation, firm, partnership, joint venture, association or other entity; and (D) no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares or other equity interests of or in the Company or any Major Subsidiaries of the Group are outstanding.

22. The Company has been duly registered as a non-Hong Kong company under Part XI of the former Companies Ordinance (Chapter 32 of the Laws of Hong Kong) (now known as non-Hong Kong company under Part 16 of the Companies Ordinance) and the memorandum and the articles of association of the Company are consistent with the laws of the Cayman Islands and where applicable, the Listing Rules.
23. Neither the Company nor any other member of the Group has conducted, is conducting or currently proposes to conduct any business, 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 Group, taken as a whole, but which is not directly or indirectly related to the business of the Group, taken as a whole, as described in the Hong Kong Prospectus and the Preliminary Offering Circular.
24. Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, there is no contract or agreement between the Company or any other member of the Group, on the one hand, and any third party, on the other hand, in relation of the merger, acquisition, business consolidation, joint venture, strategic cooperation, with or of any other entity or business that is material to the Group, taken as a whole.

Offer Shares

25. As at the Listing Date, the Company will have the issued share capital as set forth in the section of each of Hong Kong Prospectus and the Preliminary Offering Circular headed “Share Capital” and, assuming the full exercise of the Over-Allotment Option, as at the relevant settlement date for the Option Shares, the Company will have the issued capital as set forth in the section of each of the Hong Kong Prospectus and Preliminary Offering Circular headed “Share Capital”. The share capital of the Company, including the Offer Shares, conforms to each description thereof contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular in all material respects; the certificates for Offer Shares, when issued, will be in due and proper form such as to be legal and valid under all applicable Laws.
26. The Offer Shares have been duly and validly authorised and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly allotted, authorised and issued, fully paid and non-assessable, free of any Encumbrance, and 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 Prospectus and the Preliminary Offering Circular and, in particular, will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under all applicable Laws; the Offer Shares will be freely transferable by the Company to the purchasers thereto or to or for the account of the Underwriters and the subsequent purchasers and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the laws of the relevant jurisdiction or the articles of association or other

constituent or constitutive documents or the business license of the Company or any agreement or other instrument to which the Company is a party.

27. All necessary authorisations under the articles of association have been obtained from the holders of existing issued Shares in the capital of the Company to enable the Offer Shares to be issued to the applicants under the Global Offering in the manner described in the Hong Kong Prospectus and the Preliminary Offering Circular, and the Company has power under its articles of association to issue the Offer Shares pursuant to the Global Offering and in the manner described in the Hong Kong Prospectus and the Preliminary Offering Circular.
28. No holder of any of the Shares after the completion of the Global Offering is or will be subject to any liability of the Company by virtue only of its holding of any such Shares. There are no limitations on the rights of holders of the Shares to hold, vote or transfer their securities (other than any lock-up arrangements disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular).

This Agreement and Operative Documents

29. Each of (i) this Agreement, (ii) the International Underwriting Agreement, (iii) the Hong Kong Public Offering Documents, (iv) the Operative Documents and any other document required to be executed by the Company pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents has been or will be duly authorised, executed and delivered by the Company and when validly authorised, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement, enforceable in accordance with its terms.
30. Neither the Company nor any Major Subsidiaries 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 articles of association or other constituent or constitutive documents or its business license, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement (including any agreement with its distributors, customers and suppliers) 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 (B) and (C), where such breach, violation or default would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

No Conflict, Compliance and Approvals

31. Approval in principle has been obtained from the listing committee of the SEHK for the listing of, and permission to deal in, the Shares in issue and to be issued as described in the Hong Kong Prospectus and the Preliminary Offering Circular on the Main Board of the SEHK.
32. The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the publication of the Hong Kong Prospectus, the listing of the Shares on the SEHK, the consummation of the transactions herein or therein contemplated, and

the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of a lien, charge or Encumbrance on any property or assets of the Company or any other members of the Group pursuant to (A) the articles of association or other constituent or constitutive documents or the business license of the Company or any other member of the Group, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement (including any agreement with its customers, distributors and suppliers) or instrument to which the Company or any other members of the Group is a party or by which the Company or any other members of the Group 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 other members of the Group or any of their respective properties or assets, except in each case of (B) and (C), where such breach, violation or default would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

33. Except for the final approval from the SEHK for the listing of and permission to deal in the Shares on the Main Board of the SEHK, all Approvals and Filings (including the CSRC filing notice dated July 23, 2024, for the submission of the application to list Shares on the SEHK issued to the Company, and referred to as the “**PRC Approval**”) under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any Major Subsidiaries or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares or the execution or delivery by the Company of this Agreement, the International Underwriting Agreement, the Operative Documents, any other document required to be executed by the Company pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, or the performance by the Company of its obligations hereunder and thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents or any other document required to be executed by the Company pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings (including the PRC Approval) may be revoked, suspended or modified.
34. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no person has (A) the right, contractual or otherwise, to cause the Company to issue or sell to it any Shares or other securities of the Company, (B) any pre-emptive rights, resale rights, rights of first refusal or other rights to purchase Shares or other securities of the Company, and (C) the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares (other than the Underwriters), or (D) the right, contractual or otherwise, to cause the Company to include any Shares or other securities of the Company in the Global Offering; the Global Offering and the other transactions provided for or contemplated by this Agreement, the International Underwriting Agreements, the Operative Documents and all related arrangements, in so far as they are the responsibility of the Company, have been or will be carried out in accordance with all applicable Laws and regulatory requirements in Hong Kong and elsewhere in all material respects.

35. (A) The Company and the Major Subsidiaries (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto in all material respects and (ii) have obtained and hold all material licenses, certificates, permits and other authorisations issued by and has made all registrations, declarations and filings with, in compliance with all Approvals and Filings under any applicable Laws and Authorities having jurisdiction over the Company or the applicable Major Subsidiaries or any of their respective properties or assets required in order to own, lease, license and use their respective properties and assets and conduct their respective businesses and operations (collectively, the “**Governmental Licenses**”) as described in the Hong Kong Prospectus and the Preliminary Offering Circular, ; (B) all such Governmental Licenses do not contain any materially burdensome restrictions or conditions not described in the Hong Kong Prospectus or the Preliminary Offering Circular; (C) all such Governmental Licenses are valid and in full force and effect, and neither the Company nor any Major Subsidiary 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 Authority is considering revoking, suspending or modifying, any such Governmental Licenses, and, to the Company’s knowledge, there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Governmental Licenses, or any requirements for additional Governmental Licenses which could prevent, restrict or hinder the operations of any member of the Group or cause the Company or other members of the Group to incur additional material expenditures, except in each situation described in this (C) as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; and (D) no Authorities, in its inspection, examination or audit of any member of the Group have reported findings or imposed penalties that have resulted in, or could reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; and, with respect to any such inspection, examination or audit and to the extent applicable, all findings have been properly rectified in all material respects, all penalties have been paid and all recommendations have been adopted in all material respects.
36. (A) The statements set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds” are true and accurate in all material respects and not misleading; (B) all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any Major Subsidiaries or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular, will be obtained when required, or have been obtained or made; and (C) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Prospectus and the Preliminary Offering Circular, will not contravene, 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) (i) the articles of association or other constituent or constitutive documents or the business license of the Company or any other members of the Group, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement (including any agreement with its distributors, customers and suppliers) or instrument to which the Company or any other members of the Group is

a party or by which the Company or any other members of the Group is bound or any of their respective properties or assets may be bound or affected or (iii) any Laws applicable to the Company or any other members of the Group or any of their respective properties or assets, except in each case of (ii) and (iii), where such breach, violation or default would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

Litigation and Other Proceedings

37. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, there are (A) no actions, suits, proceedings, investigations or inquiries under any applicable Laws or by or before any relevant Authority or otherwise pending or, to the Company's knowledge, threatened to which the Company or any Major Subsidiaries or any of their respective directors, officers, or employees is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, whether or not arising from transactions in the ordinary course of business and, to the Company's knowledge, there are no circumstances likely to give rise to any such, actions, suits, proceedings, investigations or inquiries, (B) no Laws that have been enacted, adopted or issued or, to the Company's knowledge, that have been proposed by any Authority, and (C) no judgment, decree or order of any relevant Authority, which, in any such case described in clause (A) or (B) or (C) above, would, 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 the Company to perform its obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise materially and adversely affect the Global Offering.
38. None of the Company, the Major Subsidiaries, nor, to the Company's knowledge, any person acting on behalf of any of them, has taken any action, nor, to the Company's knowledge, have any steps been taken by any person nor have any actions, suits or proceedings under any Laws been started or threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate any Major Subsidiaries; or (B) to withdraw, revoke or cancel any Approvals and Filings (including PRC Approval) under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any member of the Group.

Accounts and Other Financial Information

39. The Reporting Accountants, who have audited or reviewed the audited and unaudited consolidated financial statements and unaudited financial information of the Company and members of the Group included in the Hong Kong Prospectus and the Preliminary Offering Circular, are independent public accountants as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.
40. (A) The Accountants' Report (and the notes thereto) included in the Appendix I of the Hong Kong Prospectus and the Preliminary Offering Circular give a true and fair view of the consolidated financial position of the Company and members of the Group as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Company and members of the Group for the periods specified, and have been prepared in conformity with HKFRS Accounting Standards (which include all Hong Kong Financial Reporting Standards (the "HKFRS"), Hong Kong Accounting Standards and Interpretations) issued by the Hong Kong Institute of

Certified Public Accountants and the accounting policies of the Company applied on a consistent basis throughout the periods involved (other than as described therein); (B) all summary and selected financial data included in the Hong Kong Prospectus or the Preliminary Offering Circular are derived from the accounting records of the Company and members of the Group, present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Company and members of the Group included therein; (C) the unaudited pro forma adjusted consolidated net tangible assets per Share (and the notes thereto) (and all other pro forma financial statements, information or data, if any) included in Hong Kong Prospectus or the Preliminary Offering Circular present fairly the information shown therein, have been prepared in accordance with the applicable requirements of the Listing Rules and on the basis set out in the Hong Kong Prospectus and the Preliminary Offering Circular and are presented on a basis consistent with the accounting principles adopted by the Company, the assumptions used in the preparation of such unaudited pro forma adjusted consolidated net tangible assets per Share (and the notes thereto) (and all other pro forma financial statements, information and data, if any) are reasonable and are disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma adjusted consolidated net tangible assets per Share (and the notes thereto) (and all other pro forma financial statements, information and data, if any); (D) there are no financial statements (historical or pro forma) that are required by the Listing Rules or to be included in the Hong Kong Prospectus or the Preliminary Offering Circular that are not included as required; and (E) the Group does not have any material liabilities or obligations, direct or contingent (including, any off-balance sheet obligations), not described in the Hong Kong Public Prospectus and the Preliminary Offering Circular.

41. [reserved]
42. The unaudited consolidated management financial information of the Company and members of the Group as of July 31, 2025 and for the period from April 1, 2025 to July 31, 2025 and other accounting records of the Company and members of the Group (A) have been properly written up and give a true and fair view of and reflect in conformity with the accounting policies of the Company and members of the Group and HKFRS Accounting Standards, all the transactions entered into by the Company or any member of the Group or to which the Company or any of its subsidiaries was a party during the period from April 1, 2025 to July 31, 2025, and (B) contain no material inaccuracies or discrepancies of any kind, and (C) give a true and fair view of the financial position of the Company as of July 31, 2025 and the results of operations of the Company and members of the Group for the period from April 1, 2025 to July 31, 2025.
43. The statements set forth in the Hong Kong Prospectus and the Preliminary Offering Circular under the section headed “Financial Information – Material Accounting Policies and Critical Accounting Estimates” are true and accurate descriptions in all material respects of (A) all critical accounting policies which the Company believes are the most important in the portrayal of the Group’s financial condition and results of operations and which require management’s most difficult, subjective or complex judgments (“**Critical Accounting Policies**”); and (B) the judgments and uncertainties affecting the application of Critical Accounting Policies; the Board, senior management and the 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 disclosure.

44. Each of the Hong Kong Prospectus and the Preliminary Offering Circular accurately and fully describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity or capital resources of the Group and could reasonably be expected to occur, (B) all material off-balance sheet transactions, arrangement, obligations and liabilities, direct or contingent, if any. The Group does not have any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Group, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.
45. The statements relating to the Group's liquidity and capital resources contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the section headed "Financial Information" are complete, true and accurate in all material respects and not misleading, and there are no material capital commitments of the Company subsequent to March 31, 2025 which have not been disclosed in the Hong Kong Prospectus or the Preliminary Offering Circular.
46. (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the directors of the Company in such reports or letters or certificates are held in good faith based upon facts known to them; (B) the Company has given to the Reporting Accountants all information that was reasonably requested by the Reporting Accountants, and no material information was withheld from the Reporting Accountants, for the purposes of their preparation of their reports contained in the Hong Kong Prospectus or 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; (C) no material information was withheld from the Reporting Accountants, the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters for the purposes of their review of the unaudited pro forma adjusted consolidated net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in the Hong Kong Prospectus or the Preliminary Offering Circular or their review of the Company's profit forecast, cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.
47. The forecast information included in the board memorandum on profit forecast for the year ending December 31, 2025 and working capital forecast for the period from April 1, 2025 to September 30, 2026 adopted by the Board of Directors and reviewed by the Reporting Accountants in connection with their letter on the Group's sufficiency of working capital (collectively, the "**Prospective Financial Information**"), (A) was made by the Company after due and proper consideration and represents reasonable and fair expectations honestly held based on facts known to the Company and the bases and assumptions stated in the Hong Kong Prospectus and the Preliminary Offering Circular (if any) and (B) has been properly compiled in all material respects based on the assumptions described therein; the assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in making the profit forecast of the Group for the year ending December 31,

2025, and the working capital of the Group for the period from April 1, 2025 to September 30, 2026, and (ii) reflect, for each relevant period and in all material respects, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and the Prospective Financial Information presents reasonable estimates by the Company of the profit forecast of the Group for the year ending December 31, 2025 and the working capital of the Group for the period from April 1, 2025 to September 30, 2026.

Indebtedness and Obligations

48. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) no member of the Group has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, 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 any member of the Group 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 by such member of the Group, (C) no person to whom any material indebtedness of any member of the Group that is repayable on demand is owed has demanded or, to the Company's knowledge, threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) to the Company's knowledge, no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any member of the Group or under any guarantee of any material liability of any member of the Group by reason of default of any member of the Group or any other person or under any such guarantee given by any member of the Group, (E) there are no material outstanding guarantees or contingent payment obligations of any member of the Group in respect of indebtedness of any party that is not a member of the Group, and (F) no member of the Group has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent, which has resulted in, or could reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.
49. (A) The amounts borrowed by each of the Company and the Major Subsidiaries do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or its business license or in any debenture or other deed or document binding upon it, if any; (B) neither the Company nor any Major Subsidiaries has factored any of its material debts or engaged in financing of a type which would not be required to be shown or reflected in its consolidated accounts; (C) with respect to each of the borrowing facilities of the Company or any Major Subsidiaries that is material to the Company or the relevant subsidiary, (i) such borrowing facility has been duly authorised, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) to the Company's knowledge, no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) to the Company's knowledge, no event has occurred, and no circumstances exist, in relation to any material investment grants, loan subsidies or financial assistance received by or granted to or committed to be granted to the Company or any Major Subsidiaries from or by any 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.

50. Since the date of the latest audited consolidated financial statements included in the Hong Kong Prospectus and the Preliminary Offering Circular, each of the Company and the Major Subsidiaries (A) has carried on business in the ordinary course in all material respects so as to maintain it as a going concern, and (B) has continued to pay its creditors in the ordinary course of business.

Subsequent Events

51. Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) other than in the ordinary course of business, no member of the Group has entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to the Group; (B) other than in the ordinary course of business, no member of the Group has incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation that is material to the Group; (C) no member of the Group has acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Group; (D) other than in the ordinary course of business, no member of the Group has cancelled, waived, released or discounted in whole or in part any debt or claim that is material to the Group, (E) neither the Company nor any members of the Group has purchased or reduced or otherwise changed, or agreed to purchase or reduce or otherwise change, its capital stock or other equity interest of any class, (F) neither the Company nor any members of the Group declared, made or paid any dividend or distribution of any kind on its capital stock or other equity interest of any class (except for any dividend declared, made or paid by the Company pursuant to the dividend policy disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular), and (G) no member of the Group has entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (F) above.
52. Subsequent to the date of the latest audited consolidated financial statements included in the Hong Kong Prospectus and the Preliminary Offering Circular, no member of the Group has sustained any material loss or interference with its business from fire, explosion, flood, earthquake, health epidemics or infectious diseases, or other calamity, whether or not covered by insurance or any action, order or decree of any Authority, except as such would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.
53. Since the date of the latest audited financial statements included in the Hong Kong Prospectus and the Preliminary Offering Circular, there has been no Material Adverse Effect.
54. There has been no material change in the total current assets or total current liabilities of the Group as at (A) the date of this Agreement, (B) the Hong Kong Prospectus Date, (C) the Price Determination Date or (D) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Group included in each of the Hong Kong Prospectus and the Preliminary Offering Circular; and there has been no material decreases in revenue or gross profit, or material increases in loss before tax or profit for the year, selling and distribution expenses, administrative expenses, research and development expenses or finance costs of the Group during the period from the date of the latest audited consolidated income statement of the Group included in each of the Hong Kong Prospectus and the Preliminary Offering Circular to (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as

applicable, in each case as compared to the corresponding period in the preceding financial year.

Real Property and Other Assets

55. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) Each of the Company and the Major Subsidiaries has valid, good and marketable title, has been granted valid long-term land use rights and building ownership rights (as applicable), completed all relevant land use right transfer procedures to all real properties and buildings (that are material to the respective businesses of the Company and such subsidiaries) that it purports to own and valid and good title to all personal properties and assets (that are material to the respective businesses of the Company and such subsidiaries) that it purports to own, as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, in each case free and clear of all Encumbrances, except such as would not, and would not reasonably be expected to, individually or in the aggregate, (i) materially adversely affect the value of such property or asset in a way that would be material to the Group as a whole; (ii) materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable, or adversely limit, restrict or otherwise affect the ability of the relevant member of the Group to utilize, improve, develop or redevelop such property or asset, in each case as would materially and adversely affect the Group as a whole; or (iii) result in, individually or in the aggregate, a Material Adverse Effect; (B) each real property or building, as applicable, owned or held under lease by the Company or any member of the Group as described in the Hong Kong Prospectus and the Preliminary Offering Circular is in full force and effect that has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, with such exceptions as would not, and could not reasonably be expected to, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable, or result in, individually or in the aggregate, a Material Adverse Effect; 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 Major Subsidiaries has occurred and is continuing or is reasonably likely to occur under any of such leases neither the Company nor any other member of the Group is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (a) may be materially adverse to the rights or interests of the Company or the relevant Major Subsidiaries under such lease, tenancy or license or (b) which may materially affect the rights of the Company or the relevant member of the Group to the continued possession or use of such leased or licensed property or other asset; the right of the Company or the relevant member of the Group to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; (C) there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such owned, leased or licensed property or other asset by the Company or any other member of the Group, which is material to the Group as a whole; (D) the use of all properties owned or leased by the Company or the relevant members of the Group is in accordance with its permitted use under all applicable Laws; (E) neither the Company nor any other member of the Group owns, operates, manages or has any other right or interest in any other real property or building or personal property or asset, as applicable, of any kind that is material to the Group as whole, except as reflected in the audited consolidated financial statements of the Company and members of the Group (or as otherwise disclosed) in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and no other real properties or buildings and personal properties or

assets are necessary in order for the Company and the Major Subsidiaries to carry on their respective business in the manner described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except as disclosed therein; and (F) each of the Company and the Major Subsidiaries does not have any material existing or contingent liabilities in respect of any real properties previously occupied by it or in which it has owned or held any interests.

56. The description of the assets and properties of each of the Company and the other members of the Group contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular is true and accurate in all material respects and not misleading.

Intellectual Property and Information Technology

57. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) the Company and the other members of the Group own free of Encumbrances, have obtained (or can obtain on reasonable terms), or have applied for (or will apply for) licenses for, or other rights to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or un-patentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Prospectus and the Preliminary Offering Circular as being owned or licensed or used by them and, to the extent applicable, such rights and licenses held by the Company and the Major Subsidiaries in any Intellectual Property comprise all the rights and licenses that are necessary for the conduct of, or material to, the businesses as currently conducted by the Company and the Major Subsidiaries; (B) each material agreement pursuant to which the Company or any Major Subsidiaries has obtained licenses for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the Major Subsidiaries have complied in all material respects with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or the Major Subsidiaries has occurred and is continuing under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (C) there is no pending or, to the Company’s knowledge, threatened action by others challenging any Major Subsidiaries’ rights in, or to, or the validity, or enforcement or scope of any Intellectual Property that would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Effect, and there are no facts which could form a reasonable basis for any such action or claim; and (D) there is no pending or, to the Company’s knowledge, threatened action, suit, proceeding or claim by others that the Company or any Major Subsidiaries infringes or otherwise violates any trade or service mark, trade or service name, service name or other proprietary rights of others that would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Effect, and to the Company’s knowledge, there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (E) to the Company’s knowledge, there are no third parties who have or will be able to establish any material rights to any Intellectual Property; (F) to the Company’s knowledge, there is no material infringement by third parties of any Intellectual Property; and (G) neither the Company nor any Major Subsidiaries has infringed or is infringing the intellectual property of a third party in any way that would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Effect, and (H) except as would not, and could not reasonably be expected to, individually or in the aggregate,

result in a Material Adverse Effect, neither the Company nor any Major Subsidiaries has received notice of a claim by a third party to the contrary.

58. The statements as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Appendix V – Statutory and General Information – C. Further Information About Our Business – 2. Intellectual Property Rights” are true and accurate in all material respects and not misleading.
59. (A) All computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Company or any Major Subsidiaries (collectively, the “**Information Technology**”) comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Company or any Major Subsidiaries as currently conducted or as proposed to be conducted, (B) the Company and the Major Subsidiaries either legally and beneficially own, or have obtained licenses for, or other rights to use, all of the Information Technology; (C) each agreement pursuant to which the Company or any Major Subsidiaries 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 or any Major Subsidiaries, as the case may be, has complied in all material respects with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any Major Subsidiaries has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Group are maintained and operated by the Group and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Group; (E) in the event that the persons providing maintenance or support services for the Company or any Major Subsidiaries with respect to the Information Technology cease or are unable to do so, the Company or the relevant Major Subsidiary has all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no material defects relating to the Information Technology which have caused or might reasonably be expected to cause any substantial disruption or interruption in or to the business of the Company and the Major Subsidiaries; (G) each of the Company and the Major Subsidiaries has in place procedures reasonably designed to prevent unauthorised access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software and data; (H) each of the Company and the Major Subsidiaries has in place adequate back-up policies and disaster recovery arrangements reasonably designed to enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the Company or any Major Subsidiaries; (I) each of the Company and the Major Subsidiaries has complied and is currently in compliance with, in all material respects, its privacy policies and third-party obligations (imposed by applicable Laws, contract or otherwise) regarding the collection, use, transfer, storage, protection, disposal and disclosure by the Group of personally identifiable information; and (J) there has been no material security breach or attack or other compromise of or relating to the Company’s or the Major Subsidiaries’ information technology systems; and (K) the Company and the Major Subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all Information Technology systems 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 respective businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorised uses of or accesses to same.

Compliance with Employment and Labour Laws

60. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, each of the Company and the Major Subsidiaries is in compliance in all material respects with the labour and employment Laws and collective bargaining agreements and extension orders applicable to their employees in the jurisdiction of its incorporation, registration or organisation.
61. (A) Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, neither the Company nor any Major Subsidiaries has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; (B) neither the Company nor any Major Subsidiaries has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; (C) where there are such material outstanding payment obligations or unsatisfied liabilities, the Company or the relevant members of the Group has set aside sufficient funds to satisfy the same; (D) there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or any Major Subsidiaries other than remuneration accrued, due or for reimbursement of business expenses; (E) except as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, no directors or senior management of the Company or any Major Subsidiaries have given or been given notice terminating their contracts of employment; (F) except as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, there are currently no proposals to terminate the employment or consultancy of any directors, key employees of the Company or any Major Subsidiaries or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (G) neither the Company nor any Major Subsidiaries has any material undischarged liability to pay to any Authority in any jurisdiction any Taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them; (H) during the Track Record Period (as defined in the Hong Kong Prospectus) and up to the date hereof, no material liability has been incurred by the Company or any Major Subsidiaries for breach of any director's, employee's or consultant's contract of service, or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company or any Major Subsidiaries; (I) all contracts of service or contracts for services, and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company or any Major Subsidiaries are on usual terms with respect to the Company's industry and all subsisting contracts of service to which the Company or any Major Subsidiaries is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and there are no claims pending or, to the Company's knowledge, threatened against the Company or the relevant Major Subsidiaries, by any employee, director or third party, in respect of any

accident or injury not fully covered by insurance; (J) during the Track Record Period and up to the date hereof, each of the Company and the Major Subsidiaries has, in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants), complied with all material terms and conditions of such directors' or employees' or consultants' contracts of services or employment or consultancy.

62. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Directors has a service contract with any member of the Group which is required to be disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
63. There is (i) no material dispute with the directors or employees of the Company or any Major Subsidiaries and no strike, labour dispute, slowdown or stoppage or other material conflict with the directors or employees of the Company or any Major Subsidiaries pending or, to the Company's knowledge, threatened against the Company or any Major Subsidiaries, (ii) no existing material union representation dispute concerning the employees of the Company or any Major Subsidiaries, and (iii) no material existing, or, to the Company's knowledge, threatened labour disturbance by the employees of any of the principal suppliers or distributors of the Company or any Major Subsidiaries.

Cybersecurity and data protection

64. (A) Each of the Company and the Major Subsidiaries has complied in all material respects with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the "**Data Protection Laws**"); (B) neither the Company nor any Major Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data protection, confidentiality or archive administration Authority alleging any material 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; (C) neither the Company nor any Major Subsidiaries has received any material claim for compensation from any person in respect of its business under the applicable data protection Laws and industry standards in respect of inaccuracy, loss, unauthorised destruction or unauthorised disclosure of data in the previous three years and there is no outstanding order against the Company or any other members of the Group in respect of material rectification or erasure of data; (D) neither the Company nor any Major Subsidiaries has been designated as a critical information infrastructure operator in the PRC under the Cybersecurity Law of the PRC (《中华人民共和国网络安全法》) from the relevant authorities; (E) neither the Company nor any Major Subsidiaries is subject to any material investigation, inquiry or sanction relating to data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the "**CAC**"), the competent telecommunications department of the State Council, public security departments, the CSRC and other relevant government authorities (collectively, the "**CAC and Authorized authorities**"); (F) except as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, neither the Company nor any Major Subsidiaries has received any communication, enquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (G) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data protection, confidentiality or archive administration, or any cybersecurity review by the CAC, the

CSRC, or any other Authorized authorities on the Company or any Major Subsidiaries; (H) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any Major Subsidiaries or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (I) no warrant has been issued authorising any cybersecurity, data protection, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Group for the purposes of, *inter alia*, searching them or seizing any documents or other material found there; and (J) neither the Company nor any other member of the Group has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant governmental authority.

65. The Group has implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all IT systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data used in connection with their businesses, and there have been no breaches, violations, outages, leakages or unauthorised uses of or accesses to the same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same.

Compliance with Environmental Laws

66. (A) The Company and the Major Subsidiaries and their respective properties, assets and operations are in compliance in all material respects with applicable Environmental Laws (as defined below), and each of the Company and the Major Subsidiaries holds and is in compliance in all material respects with all Approvals and Filings and Governmental Licenses required under Environmental Laws; (B) there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or any Major Subsidiaries under, or to interfere with or prevent compliance in all material respects by the Company or any Major Subsidiaries with, Environmental Laws; and (C) except as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, neither the Company nor any other members of the Group (i) is the subject of any formal investigation, (ii) has received any notice or claim, (iii) is a party to or affected by any pending or, to the Company's knowledge, threatened action, suit, proceeding or claim, (iv) is bound by any judgment, decree or order or (v) has entered into any agreement, in each case relating to any alleged violation of any applicable Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials. As used herein, "**Environmental Law**" means any Laws relating to health, safety, the environment (including without limitation, the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and "**Hazardous Materials**" means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law.

Insurance

67. (A) The Group carries, or is entitled to the benefits of, insurance with insurers, in such amounts and covering such risks as is generally maintained by companies of

established repute engaged in the same or similar business, and all such insurance is in full force and effect, except as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (B) all premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of such policies have been fully observed and performed by the Group in all material respects; (C) the Company and the Major Subsidiaries are in compliance with the terms of all such insurance in all material respects and there are no material claims by the Company or any Major Subsidiaries under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause; (D) neither the Company nor any Major Subsidiaries has any reason to believe that it will not be able to (a) renew its existing insurance coverage as and when such policies expire or (b) obtain comparable coverage from reputable insurers of similar financial standing as may be necessary or appropriate for its business and operations as now conducted on commercially reasonable terms; (E) neither the Company nor any Major Subsidiaries has been denied any material insurance coverage which it has sought or for which it has applied.

Internal Controls

68. The Group has established and maintains and evaluates a system of internal controls over accounting and financial reporting sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorisation, (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to governmental authorities as and when required by them and financial statements in compliance with HKFRS Accounting Standards and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorisation, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences, (E) the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with HKFRS Accounting Standards, and (F) the Directors are able to make a proper assessment of the financial position and prospects of the Company and the other members of the Group, and such internal accounting and financial reporting controls are effective in all material respects to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; the current management information and accounting control systems of the Company and the other members of the Group have been in operation for at least three years during which neither the Company nor any other members of the Group has experienced any material difficulties with regard to clauses (A) through (F) above; there are no material weaknesses or significant deficiencies in the internal controls of the Company and members of the Group over accounting and financial reporting and no changes in the internal controls of the Company and the other members of the Group over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the internal controls of the Company and the other members of the Group over accounting and financial reporting.
69. Each of the Company and the other members of the Group has established and maintains and evaluates disclosure and corporate governance controls and procedures designed to ensure that (A) all material information relating to the Company or any Major Subsidiaries is made known in a timely manner to the Board and management of the Company 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 Hong Kong

Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance, the Companies (WUMP) Ordinance and any other applicable Laws, including, without limitation, the requirements of the Listing Rules and the Securities and Futures Ordinance on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective in all material respects to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term “**disclosure and corporate governance controls and procedures**” means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Laws).

70. Any issues identified and as disclosed in any report prepared by the Internal Control Consultant have been rectified or improved or are being improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and no such issues have 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.
71. The statutory books, books of account and other records of each of the Company and the other members of the Group are in its possession, up-to-date and contain complete and accurate records as required by applicable Laws to be dealt with in all material respects in such books and no notice or allegation by the relevant Authority that any is incorrect or should be rectified has been received; all accounts, documents and returns required by Law to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other relevant Authority in any relevant jurisdiction have been or will be duly and correctly delivered or made in all material respects.

Compliance with Bribery, Money Laundering, Sanctions Laws and Outbound Investment Restrictions

72. Each member of the Group and, to the Company’s knowledge, their respective officers and directors have not (A) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (B) taken or will take any action in furtherance of an offer, payment, promise to pay, or authorisation or approval of any direct or indirect payment or giving of money, property, gifts or anything else of value, to any “**government official**” (including any officer or employee of a government or government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in Hong Kong, the PRC, the United States or any other applicable jurisdiction to influence official action or secure an improper advantage; (C) made or authorised any contribution, payment or gift of funds or property to any candidate for public office, or any official, employee or agent of a government or government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office in Hong Kong, the PRC, the United States or any other

applicable jurisdiction of incorporation and where the Group conducts business in either case, where either the payment or gift or the purpose of such contribution, payment or gift was or is prohibited under any applicable Laws of any relevant governmental authority of any locality, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder (the “**FCPA**”); or (D) made, offered, agreed, requested, or taken an act in furtherance of any bribe, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of the Company or any member of the Group, as applicable; each member of the Group and, to the Company’s knowledge, their respective affiliates have conducted their businesses in compliance with all applicable anti-bribery or anti-corruption Laws including but without limitation to the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), any Law promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, 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 of the PRC, the FCPA, the United Kingdom Bribery Act of 2010 or any other Law of similar purpose and scope (collectively, the “**Anti-Bribery Laws**”) and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with all applicable Anti-Bribery Laws.

73. The operations of each member of the Group are and have been conducted at all times in compliance with applicable financial recordkeeping, reporting and other requirements of the anti-money laundering Laws, regulations or government guidance regarding anti-money laundering, and international anti-money laundering principals or procedures of Hong Kong, the PRC, the United States and the United Kingdom, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority in jurisdictions where the Group conducts business, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Cap. 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, the Bank Secrecy Act of 1970, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“**USA PATRIOT Act**”) (to the extent applicable to such person), the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, in each case to the extent applicable to the Group (collectively, the “**Anti-Money Laundering Laws**”), and each member of the Group has instituted and maintains policies and procedures designed to ensure continued compliance with the Anti-Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Authority or any arbitrator involving the Company or any member of the Group with respect to the Anti-Money Laundering Laws is pending or, to the Company’s knowledge, threatened.
74. None of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated by this Agreement, or the provision of services contemplated by this Agreement to the Company will result in violation (including, without limitation, by the Underwriters) of any Anti-Money Laundering Laws or Sanctions (as defined below).
75. (A) None of the Company, any other member of the Group, nor any of their respective director, officer, employee, affiliate or representative or other person associated with or acting on their behalf is an individual or entity (“**Person**”) currently the subject of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of Treasury’s Office of Foreign Assets Control (“**OFAC**”), the United Nations Security Council (“**UNSC**”), the European Union, His

Majesty's Treasury ("**HMT**"), or other relevant sanctions authority (collectively, "**Sanctions**"), nor is the Company located, organized or resident in a country or territory that is the subject of Sanctions (which include Cuba, Iran, North Korea, Syria, Crimea and the Donetsk, Luhansk, Zaporizhzhia, Kherson regions of Ukraine (collectively, the "**Sanctioned Countries and Regions**" and each, a "**Sanctioned Country or Region**"); and (B) none of the Company, any other member of the Group, nor any of their respective director or officer, nor, to the Company's knowledge, any employee or affiliate or other person associated with or acting on their behalf is controlled 50% or more owned in the aggregate by any individuals or entities that are currently the subject of any sanctions administered or enforced by the Sanctions.

76. None of the Company, any other member of the Group represents that neither the Company nor any of its respective subsidiaries (collectively, the "**Company**") or, to the knowledge of the Company, any director, officer, employee, agent, affiliate or representative or other person associated with or acting on their behalf will, directly or indirectly, use the proceeds of the transaction, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions, or 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.
77. The Group shall institute appropriate compliance systems to ensure that neither the Company nor any other members of the Group, nor any of their respective director, officer, employee, affiliate or other person acting on their behalf, will (i) use, directly or indirectly, any part of the proceeds from the Global Offering, or (ii) lend, contribute or otherwise make available such proceeds (a) to fund or facilitate any activities or business of or with any person that, at the time of such funding or facilitation, is a Sanctioned Person, (b) to fund or facilitate any activities or business of or in any Sanctioned Country or Region, or (c) in any manner that would result in a violation by any person of Sanctions, including, without limitation, the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters and their advisers, to be in violation of the Sanctions.
78. None of the Company or its Subsidiaries is a "covered foreign person," as defined in 31 C.F.R. § 850.209. The issue and sale of the Offer Shares will not result in the establishment of a "covered foreign person" or the engagement by a "person of a country of concern," as defined in 31 C.F.R. § 850.221, in a "covered activity," as defined in 31 C.F.R. § 850.208. Neither the Company nor any of its subsidiaries currently engages, or has plans to engage, directly or indirectly, in a "covered activity." None of the Company or its Subsidiaries directly or indirectly holds any board seat on, voting or equity interest in, or contractual power to direct the management or policies of, a person of a "country of concern" which engages in or has plans to engage in any "covered activity."

Purchases of the Offer Shares in the Global Offering by a "U.S. person" as defined in 31 C.F.R. § 850.229 does not constitute either a "prohibited transaction" as defined in 31 C.F.R. § 850.224 or a "notifiable transaction" as defined in 31 C.F.R. § 850.217. If any Underwriters or purchasers procured by the Underwriters acquires actual knowledge at any time, including before or after closing, that the Global Offering is or was a "covered transaction" as defined in 31 C.F.R. § 850.210, the Company shall, and shall cause its affiliates to, promptly provide to the purchasers all information and documentary materials as may be reasonably necessary, proper, or advisable, at the sole discretion of such Underwriter or purchaser for them to fully comply with the Outbound

Investment Rule. “**Outbound Investment Rule**” means Executive Order 14105 on Addressing United States Investments in Certain National Security Technologies and Products in Countries of Concern, 88 Fed. Reg. 54867 (Aug. 9, 2023), including all implementing regulations thereof.

Experts

79. Each of the experts (the “**Experts**”) stated in the section headed “Appendix V – Statutory and General Information – F. Other Information – 6. Qualifications and Consents of Experts” in the Hong Kong Prospectus 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 of any conflict of interest and has not withdrawn its consent to including its report, opinions, letters or certificates (where applicable and as the case may be) in the Hong Kong Prospectus and the Preliminary Offering Circular.
80. (A) The factual contents of the reports, opinions, letters or certificates of the Experts 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, the Company does not disagree with any material aspect of such reports, opinions, letters or certificates, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts after due and careful enquiry; and (B) no material information was withheld from the Industry Consultant, the Internal Control Consultant, the Reporting Accountants or any legal counsel for the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular) 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.

Statistical or Market Data

81. All statistical or market-related or operational data included in each of the Hong Kong Prospectus and the Preliminary Offering Circular that come from the Company have been derived from the records of the Company and the other members of the Group using systems and procedures which incorporate adequate safeguards to ensure that the data are true and accurate in all material respects and not misleading; to the Company’s knowledge, all statistical or market-related data included in each of the Hong Kong Prospectus and the Preliminary Offering Circular that come from sources other than the Company are based on or derived from sources described therein that are reliable and accurate in all material respects, and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.
82. None of the Company, any Major Subsidiaries or their respective officers, directors, or to the Company’s knowledge, employees, affiliates, advisers or agents has provided to any investment research analyst, whether directly or indirectly, formally or informally, in writing or verbally, any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not (A) reasonably expected to be included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or (B) publicly available.

History and Reorganisation

83. The descriptions of the events, reorganisation and transactions set forth in the Hong Kong Prospectus and the Preliminary Offering Circular under the section headed “History and Corporate Structure” are complete, true and accurate in all material respects and not misleading; none of the events and transactions pursuant to the reorganisation as set forth in the Hong Kong Prospectus and the Preliminary Offering Circular under the section “History and Corporate Structure” contravenes (A) any provision of the constitutive documents of the Company or any member of the Group, (B) any provision or conditions of any Laws, any Approvals and Filings or any Governmental License of the Company or any other members of the Group, (C) the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, loan agreement, note, lease or other agreement (including any agreement with its customer, suppliers and distributors) or instrument binding upon the Company or any member of the Group or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company or any other members of the Group, and will not result in the creation or imposition of any Encumbrance or other restriction upon any assets of the Company and/or any other members of the Group, except in each case of (B), (C) and (D), where such contravention would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

Material Contracts

84. (A) All contracts or agreements entered into within two years of the date of the Hong Kong Prospectus (other than contracts entered into in the ordinary course of business) to which the Company or any other members of the Group is a party and which are required to be disclosed as material contracts in each of the Hong Kong Prospectus and the Preliminary Offering Circular or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been so disclosed and filed or to be filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; no material contracts which have not been so disclosed and filed will, without the written consent of the Overall Coordinators, be entered into prior to the Listing Date, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date; neither the Company nor any other members of the Group has sent or received any communication regarding termination of, or intent not to renew, any of such material contracts, and no such termination or non-renewal has been threatened by the Company or any other members of the Group or, to the Company’s knowledge, any other party to any such material contract or agreement.
85. Each of the contracts listed as being a material contract in the section of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Appendix V – Statutory and General Information – C. Further Information About our Business – 1. Summary of Material Contracts” and each material contract, agreement or other document disclosed or described in each of the Hong Kong Prospectus and the Preliminary Offering Circular has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms under applicable or governing Laws. The disclosure of such material contracts in each of the Hong Kong Prospectus and the Preliminary Offering Circular is true and accurate in all material respects and not misleading.
86. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, neither the Company nor any Major Subsidiaries has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous

commitments, contracts or arrangements not on an arm's length basis, or not in the ordinary course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms within six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any Major Subsidiaries (as relevant) on six months' notice or less).

87. Neither the Company nor any other members of the Group is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction, except as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.
88. Except as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, (A) no member of the Group is a party to a joint venture or shareholders' agreement which is in dispute with the other parties to such joint venture or shareholders' agreement and (B) to the Company's knowledge, there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

Business

89. None of the shareholders of the Company who owns or to the knowledge of the Company owned more than five percent of the Company's issued share capital, directors of the Company or their respective associates is, or was during the period from 1 January 2021 to the date of this Agreement, directly or indirectly, interested in the Group's five largest suppliers or customers.
90. The Company does not have any reason to believe that any significant customer, supplier or distributor of the Group is considering ceasing or has ceased to deal with the Group, or is considering significantly modifying other terms of its dealings with the Group contrary to the manner disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular or in a manner that would or could reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.
91. Neither the Company nor any other members of the Group is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
92. Except as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, neither the Company nor any other members of the Group is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any member of the Group has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
93. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Controlling Shareholders and (if applicable) their respective shareholders, directors or officers, either alone or in conjunction with or on behalf of any other person, is interested in any business that competes or is likely to compete, directly or indirectly, with the business of any member the Group, nor is any Director (or his/her respective associates) interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been

acquired or disposed of by or leased to the Company or any other members of the Group; none of the Directors, and their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with any member of the Group which is subsisting and which is material in relation to the business of the Company or any Major Subsidiaries.

Connected Transactions

94. In respect of the connected transactions (as defined in the Listing Rules) of the Company (the “**Connected Transactions**”), (A) the statements set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular relating to the Connected Transactions are complete, true and accurate, and there are no material facts or matters the omission of which would make any such statements misleading or deceptive, and there are no other Connected Transactions which have not been disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular; (B) the Connected Transaction disclosed in each of the Hong Kong Prospectus 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 commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, in coming to their view, have made due and proper inquiries and investigation of such Connected Transactions; (C) the Company has complied with and will continue to comply with the terms of the Connected Transactions disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular so long as the agreement or the arrangement relating thereto is in effect, and shall inform the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators and the Joint Global Coordinators promptly should there be any breach of any such terms before or after the listing of the Shares on the SEHK; (D) the Connected Transactions and each of the related agreements as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular has been duly authorised, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and in full force and effect; and (E) the Connected Transactions disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular was and will be carried out by the Group in compliance with all applicable Laws.
95. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no material indebtedness (actual or contingent) and no material contract, agreement or arrangement (other than service or employment contracts with current directors or officers of the Company or of any other members of the Group) is or will be outstanding between the Company or any other members of the Group, on the one hand, any current director or officer of the Company or any other members of the Group, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand.

Taxation

96. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) all returns, reports or filings required by Laws or the Authorities to be filed by or in respect of the Company or any other members of the Group for Taxation purposes have been duly and timely filed, and all such returns, reports or filings, as of the time of filing, were up to date and were true and accurate in all material respects and not misleading and are not the subject of any material dispute with any Taxing or other Authority and to the Company’s knowledge, there are no circumstances giving rise to any such dispute, except where the failure to make any such filings or the existence of any such disputes would not, and could not reasonably be expected to,

individually or in the aggregate, result in a Material Adverse Effect; (B) all Taxation due or claimed to be due from the Company and the other members of the Group have been duly and timely paid, other than any Taxation being contested in a legal proceeding, or as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (C) to the Company's best knowledge, there is no deficiency for Taxation of any amount that has been asserted against the Company or any other members of the Group, except as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; and (D) the provisions included in the audited consolidated financial statements as set forth in each of the Disclosure Package and the Final Offering Circular included appropriate provisions required under HKFRS Accounting Standards 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 other members of the Group was then or could reasonably be expected thereafter to become or has become liable; and (E) the statements set forth in the section of each of the Disclosure Package and the Final Offering Circular headed "Financial Information", "Regulatory Overview" and "Appendix IV – Summary of the Constitution of the Company and the Cayman Islands Company Law – Summary of Cayman Islands Company Law and Taxation", insofar as they relate to Taxation, are complete, true and accurate in all material respects and not misleading.

97. To the Company's knowledge, each of the waivers and other relief, concession and preferential treatment relating to Taxes which are material to the Group's business taken as a whole granted to the Company or any other members of the Group by any Authority ("**Preferential Tax Treatments**") is valid and in full force and effect; the Company and each other member of the Group has filed all necessary filings and is in compliance in all material respects with all requirements under all applicable Laws required to qualify for, obtain or maintain the Preferential Tax Treatments as described in the Disclosure Package and the Final Offering Circular, and to the Company's knowledge, the actual operations and business activities of each member of the Group are sufficient to meet the qualifications for their Preferential Tax Treatments; no filings made to any Authority in connection with obtaining their Preferential Tax Treatments contained any material misstatement or omission that would have affected the granting of their Preferential Tax Treatments, except which would not, individually or in the aggregate, result in a Material Adverse Effect; neither the Company nor any other members of the Group has received notice of any deficiency in their respective applications for their Preferential Tax Treatments that would have affected the granting of their Preferential Tax Treatments, and the Company is not aware of any reason why the Company or any other member of the Group may not qualify for, or be in compliance with the requirements for, their Preferential Tax Treatments.
98. Except as described in both the Disclosure Package and the Final Offering Circular, no stamp or other issuance or transfer Taxation and no capital gains, income, goods and services tax, value added tax, business tax, withholding or other Taxation are payable in Hong Kong, Cayman Islands, the PRC, the U.S., the European Union (or any member thereof) or any other relevant jurisdiction (as the case may be) or to any Taxing or other Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement and the Hong Kong Underwriting Agreement, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, allotment, issue, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus, (D) the offer, allotment, issue, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or the subsequent purchasers in the manner contemplated in each of the Disclosure Package and the Final Offering Circular, or (E) the deposit of the Offer

Shares with the Hong Kong Securities Clearing Company Limited.

99. Neither the Company nor any other members of the Group has been or is currently the subject of a material enquiry into transfer pricing by any Authority and, to the Company's knowledge, no Authority has indicated any intention to commence any such enquiry and there are no circumstances likely to give rise to any such enquiry.

Dividends

100. Except as described in both the Hong Kong Prospectus and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the Shares to the shareholders of the Company in Hong Kong dollars 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 the Cayman Islands, Hong Kong, or the PRC (as the case may be) or any Taxing or other Authority thereof or therein.
101. Neither the Company nor any other members of the Group is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares or other equity interests of or in such member of the Group, from repaying to the Company any loans or advances to such member of the Group from the Company or from transferring any of the properties or assets of such member of the Group to the Company.

United States Aspects

102. None of the Company, any of its affiliates and any person acting on behalf of any of the foregoing (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation) (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 (i) "directed selling efforts" within the meaning of Rule 902 under the Securities Act or (ii) any "general solicitation or general advertising" within the meaning of Rule 502 under the Securities Act.
103. 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 Application Proof, the PHIP and the Preliminary Offering Circular. None of the Company and its affiliates nor any person acting on behalf of any of them 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.

104. None of the Company, any of its affiliates and any person acting on behalf of any of the foregoing (other than the International Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation) 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 its affiliates or any person acting on its behalf (other than the International Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), 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.
105. It is not necessary in connection with the offer, sale and delivery of the International Offer Shares to the International Underwriters and the subsequent purchasers thereof (including the offer, sale and delivery of the Cornerstone Shares) or the initial resale of the International Offer Shares by the International Underwriters in the manner contemplated by this Agreement, International Underwriting Agreement, the Cornerstone Investment Agreements, the Hong Kong Public Offering Documents and the Preliminary Offering Circular to register the Offer Shares under the Securities Act.
106. The Company is a “foreign issuer” (as such term is defined in Regulation S under the Securities Act).
107. 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.
108. The Company does not expect to be a “passive foreign investment company” within the meaning of Section 1297(a) of the U.S. Internal Revenue Code of 1986, as amended, for its current taxable year ending December 31, 2025.
109. The International Offer Shares are eligible for resale under Rule 144A under the Securities Act and when the International Offer Shares are issued and delivered pursuant to this Agreement, the International Offer Shares will not be of the same class (within the meaning of Rule 144A) as securities which are listed on a national securities exchange registered under Section 6 of the Exchange Act, or quoted on a U.S. automated inter-dealer quotation system.
110. At any time when any Shares remain outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act and the Company is subject to Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder or not in compliance with the information furnishing requirements of Rule 12g3-2(b) thereunder, the Company will, for the benefit of holders from time to time of Shares, furnish at its expense, upon request, to holders of Shares and prospective purchasers of securities information satisfying the requirements of subsection (d)(4)(i) of Rule 144A under the Securities Act.
111. Without prejudice to any other provision of the International Underwriting Agreement, prior to the expiration of one year after the Listing Date, the Company will not, and will not permit any of its “affiliates” (within the meaning of Rule 144 under the Securities Act) to, resell any of the Shares which constitute “restricted securities” under Rule 144 under the Securities Act that have been reacquired by any of them.

112. The Company is not, and after giving effect to the offering and sale of the Offer Shares and application of proceeds as stated in the Hong Kong Prospectus and the Preliminary Offering Circular, will not be, an “investment company” as such term is defined in the U.S. Investment Company Act of 1940, as amended.

Market Conduct

113. Except for the appointment of the Stabilising Manager, none of the Company, any member of the Group and their respective directors, officers, employees, agents, affiliates or controlling persons, nor any person acting on behalf of any of them (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), has, at any time prior to the date of this Agreement, done or engaged in, or will, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the 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 SEHK, the SFC, the CSRC or any other Authority including those in relation to bookbuilding and placing activities, in each case to the extent applicable.
114. Except for the appointment of the Stabilising Manager, no member of the Group and their respective directors, officers, employees, agents, affiliates or controlling persons, nor any person acting on behalf of any of them (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken or will 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 (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them as Stabilising Manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance.

Immunity

115. Under the Laws of the Cayman Islands, Hong Kong, the PRC and the U.S., neither the Company nor any other members of the Group, nor any of the properties, assets or revenues of the Company or any other members of the Group is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, 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 arbitral awards, or from other action, suit or proceeding for the giving of any relief (including but not limited to interlocutory or ancillary relief) or for the enforcement of any judgment or arbitral awards.

Choice of Law and Dispute Resolution

116. The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of the Cayman Islands, Hong Kong and the PRC; the Company can sue and be sued in its own name under the Laws of the Cayman Islands, the PRC and Hong Kong; the agreement by the Warrantors to resolve any dispute by arbitration

pursuant to Clause 16 of this Agreement, the waiver by the Warrantors of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead an inconvenient forum and the waiver of immunity on the grounds of sovereignty or otherwise and the agreement that this Agreement shall be governed by and construed in accordance with the laws of Hong Kong are legal, valid and binding under the Laws of the Cayman Islands, the PRC and Hong Kong and will be respected by the courts of the Cayman Islands, the PRC and Hong Kong; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the Cayman Islands, the PRC and Hong Kong are concerned, to confer valid personal jurisdiction over the Company and the Warrantors, as applicable; and any arbitral award obtained pursuant to Clause 16 will be recognised and enforced by the courts of the Cayman Islands, Hong Kong and the PRC subject to the uncertainty as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

117. [reserved]

Professional Investor

118. The Company has read and understood the Hong Kong Professional Investor Treatment Notice (as applicable to it/her) set forth in Schedule 8 and acknowledges and agrees to the representations, waivers and consents contained in such applicable notice, in which the expressions “you” or “your” shall mean “the Company”, and “we” or “us” or “our” shall mean the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and their respective affiliates.

No Other Arrangements Relating to the Sale of the Offer Shares

119. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, there are no contracts, agreements or understandings between any member of the Group and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any other member of the Group or any Underwriter for brokerage commissions, finder’s fees, broker’s or agent’s commission or other payments in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Prospectus and the Preliminary Offering Circular.

120. None of the Company, any other member of the Group 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 and the Cornerstone Investment Agreements. Except for the guaranteed allocation of Offer Shares at the Offer Price as set forth in the respective Cornerstone Investment Agreement, neither the Company nor any other member of the Group, or any of their respective affiliates, has offered, agreed to provide or provided, procured any other person or entity to provide, or arranged to provide any direct or indirect benefits by side letter or otherwise, to any investor in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of Chapter 4.15 of the Guide.

121. Neither the Company, any member of the Group, nor, any of their respective directors has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor 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 and the Preliminary Offering Circular. Neither the Company nor any other member of the Group is aware of any

arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

122. Any certificate signed by any director or officer of the Company or of any of the other members of the Group and delivered to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters, or counsel for the Underwriters (as applicable) in connection with the offering of the Shares shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each of the applicable addressees.

Cornerstone Investment

123. Pursuant to the Chapter 4.15 of the Guide, save as otherwise waived or permitted by the SEHK, no preferential treatment has been, nor will be, given to any placee or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche.

Part B: Additional Representations and Warranties of the Controlling Shareholders

Each of the Controlling Shareholders jointly and severally represents and warrants to, and agrees with, the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and each of them as follows:

Capacity

1. None of the Controlling Shareholders is entitled to any pre-emptive or similar rights to acquire the Offer Shares. There is no option, warrant, or other agreement or commitment obligating, or which may obligate, such Controlling Shareholders to sell Shares or any other securities of the Company, there are no securities held by the Controlling Shareholders which are convertible into or exchangeable for any equity securities of the Company.
2. None of the Controlling Shareholders nor any person acting on their behalf has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or, to the best knowledge of the Controlling Shareholders, threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate any Warranting Shareholder or (B) to withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any Warranting Shareholder or any of its properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any Warranting Shareholder.
3. Under the Laws of Hong Kong, the United States, the PRC or any other jurisdiction, none of the Controlling Shareholders nor any of their respective properties, assets or revenues is entitled to any right of immunity on any grounds from any action, suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award.
4. None of the Controlling Shareholders is in breach or violation of or in default under (and no event has occurred which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other organizational or constitutional documents or its business license; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which he/she/it is a party or by which he/she/it or any of its properties or assets is or may be bound or affected; or (C) any Laws applicable to he/she/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.

Execution of Agreements

5. Each of this Agreement and the International Underwriting Agreement has been duly executed and delivered by the Controlling Shareholders and constitute a valid and legally binding agreement of each of the Controlling Shareholders, enforceable in accordance with its terms.

6. The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents (as applicable) pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, the listing of the Shares on the SEHK, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of a lien, charge or Encumbrance on any property or assets of the Controlling Shareholders pursuant to any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any of the Controlling Shareholders is a party or by which any of the Controlling Shareholders is bound or any of their respective properties or assets may be bound or affected.
7. All governmental authorizations required for the performance by each Warranting Shareholder of its obligations hereunder 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.

Information Provided

8. All information included in the Hong Kong Prospectus, the Preliminary Offering Circular and the CSRC Filings with respect to the Controlling Shareholders did not contain an untrue statement of a material fact nor omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
9. 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 its directors, officers, employees, Affiliates and/or agents, to the Sole Sponsor, the Overall Coordinators, the Capital Market Intermediaries, 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 SEHK and/or the SFC for the purposes of the Global Offering and/or the listing of the Shares on the SEHK (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the SEHK and/or the SFC) was, when disclosed or made available, and remains, complete, true and accurate in all material respects and not misleading, and was disclosed or made available in full and in good faith.

No Winding Up Application

10. None of the Controlling Shareholders has declared or become bankrupt and has no reason to believe that they may become bankrupt.

Market Conduct

11. Save for the appointment of the Stabilising Manager, none of the Controlling Shareholders or (if applicable) nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to

the market in or the value of the Shares and any associated securities, or (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares, or, (C) which constitutes non-compliance with the rules, regulations and requirements of the SEHK, the SFC, the CSRC or any other Authority including those in relation to bookbuilding and placing activities.

12. None of the Controlling Shareholders, nor, to the best knowledge of the Controlling Shareholders, any person acting on behalf of any of them, (A) has taken or facilitated directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, or (C) has taken or has omitted to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them as Stabilising Manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

No Other Arrangements Relating to the Sale of the Offer Shares

13. None of the Controlling Shareholders nor any of their subsidiaries nor any director, officer, or employee of the Controlling Shareholders or any of their subsidiaries nor any agent, affiliate or other person associated with or acting on behalf of the Controlling Shareholders or any of their subsidiaries has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption laws; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit to other third parties, including but not limited to contract research organization and principal investigator. The Controlling Shareholders and their subsidiaries have instituted, and maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.
14. The operations of the Controlling Shareholders are and have been conducted at all times in compliance with the Anti-Money Laundering Laws and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving any of the Controlling Shareholders with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Controlling Shareholders, threatened.
15. None of the Controlling Shareholders, their directors, officers or employees, nor any agent, or affiliate or other person associated with or acting on behalf of any of the Controlling Shareholders is currently the subject or the target of any Sanctions, nor is

any of the Controlling Shareholders located, organized or resident in a Sanctioned Country or Region. For the past five years, the Controlling Shareholders have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country or Region.

16. There are no legal, arbitration or governmental Actions in progress or pending or, to the best of the Warranting Shareholder's knowledge, threatened, to which the Warranting Shareholder is a party or to which any of the properties of the Warranting Shareholder is subject, whether or not arising from transactions in the ordinary course of business, that would result in a Material Adverse Effect or affect the power or ability of the Warranting Shareholder to perform any of their respective obligations under this Agreement, or to consummate any of the transactions contemplated by the Prospectus; and, to the best of the Warranting Shareholder's knowledge, no event has occurred which could reasonably be expected to give rise to such Actions.

Compliance with Bribery, Money Laundering and Sanctions Laws

17. None of the Controlling Shareholders, nor any person acting on behalf of any of them, (A) has taken or facilitated directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, or (C) has taken or has omitted to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them as Stabilising Manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

Immunity

18. Under the Laws of the Cayman Islands, Hong Kong, the PRC and the United States, none of the Controlling Shareholders nor any of the properties, assets of the Controlling Shareholders is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, 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 arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral awards.

United States Aspects

19. Other than as contemplated in this Agreement and the International Underwriting Agreement, none of the Controlling Shareholders, their affiliates or 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 (i) "directed selling efforts" within the meaning of Rule 902 under the Securities Act or (ii) any "general solicitation or general advertising" within the meaning of Rule 502 under the Securities Act.

Choice of Law and Dispute Resolution

20. The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of the Cayman Islands, Hong Kong and the PRC; such Warranting Shareholder can sue and be sued in its own name under the Laws of the Cayman Islands, the PRC and Hong Kong; the agreement by such Warranting Shareholder to resolve any dispute by arbitration pursuant to Clause 16 of this Agreement, the waiver by such Warranting Shareholder of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead an inconvenient forum and the waiver of immunity on the grounds of sovereignty or otherwise and the agreement that this Agreement shall be governed by and construed in accordance with the laws of Hong Kong are legal, valid and binding under the Laws of the Cayman Islands, the PRC and Hong Kong and will be respected by the courts of the Cayman Islands, the PRC and Hong Kong; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the Cayman Islands, the PRC and Hong Kong are concerned, to confer valid personal jurisdiction over such Warranting Shareholder, as applicable; and any arbitral award obtained pursuant to Clause 16 will be recognised and enforced by the courts of the Cayman Islands, Hong Kong and the PRC subject to the uncertainty as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
21. [reserved]

Connected Transactions

22. In respect of the connected transactions (as defined in the Listing Rules) of the Company (the “Connected Transactions”), (A) the Connected Transactions disclosed in each of Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular or notified to the have been entered into and carried out, and will be carried out, in the ordinary course of business and on commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole; and (B) the Connected Transactions as disclosed in each of Hong Kong Public Offering Documents, the Application Proof, the PHIP 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 in full force and effect.

SCHEDULE 4
CONDITIONS PRECEDENT DOCUMENTS

Part A

1. Two certified true copies of the resolutions of the board of Directors of the Company:
 - (a) approving and authorising this Agreement, the International Underwriting Agreement, and each of the Operative Documents to which the Company is a party 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 (including exercise of the Over-allotment Option) and any issue of the 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 Final Offering Circular;
 - (d) approving and authorising the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong; and
 - (e) approving the Verification Notes.
2. Two certified true copies of applicable corporate documents of each of the Controlling Shareholders which are corporations approving, among other things, this Agreement, the International Underwriting Agreement and all other documents as may be required to be executed by each of them in connection with the Global Offering and the execution on its behalf and its performance of, its obligations hereunder and thereunder;
3. Two printed copies of each of the Hong Kong Public Offering Documents duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, Two certified true copies of the relevant powers of attorneys.
4. Two signed originals or certified true copies of each of the responsibility letters, powers of attorneys and statements of interests signed by each of the Directors (except as already provided in item 3 above).
5. Two certified true copies of each of the material contracts referred to in the section headed “Appendix V Statutory and General Information – C. Further Information about Our Business – 1. Summary of Material Contracts” of the Hong Kong Prospectus (other than this Agreement) duly signed by the parties thereto.
6. Two copies of the certificate of authorisation of registration of the Hong Kong Public Offering Documents from the SEHK.
7. Two copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Public Offering Documents under section 342C of the Companies (WUMP) Ordinance.

8. Two copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).
9. Two signed originals of the accountants' report dated the Hong Kong Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Hong Kong Prospectus.
10. Two signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor, the Sole Sponsor-OC, the Joint Global Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor-OC, which letter shall, *inter alia*, confirm the indebtedness statement contained in the Hong Kong Prospectus and comment on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group's working capital contained in the Hong Kong Prospectus.
11. Two signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Group as of March 31, 2025, the text of which is contained in Appendix II to the Hong Kong Prospectus.
12. Two signed originals of the comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Sole Sponsor, the Sole Sponsor-OC, the Joint Global Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.
13. Two signed originals or certified true copies of each of the letters dated the Hong Kong Prospectus Date from the experts referred to in the section headed "Appendix V – Statutory and General Information – F. Other Information – 6. Qualifications and Consents of Experts" of the Hong Kong Prospectus (excluding the Sole Sponsor) containing consents to the issue of the Hong Kong Prospectus with the inclusion of references to the respective parties' names and where relevant, their reports and letters in the form and context in which they are included.
14. Two signed originals of the profit forecast and working capital forecast memorandum adopted by the Board.
15. The following signed legal opinions from the legal advisers to the Company:
 - (a) Two signed originals of the legal opinion from Jingtian & Gongcheng, legal adviser to the Company as to the PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, in respect of (i) the properties owned and/or leased by the Group in the PRC; (ii) the establishment, business and legal status of the Group under PRC Laws; and (iii) cyber security and data protection of the Group under PRC Laws.
 - (b) Two signed originals of the letter from Maples and Calder (Hong Kong) LLP, legal advisers to the Company as to Cayman Islands Laws, dated the Hong Kong Prospectus Date and addressed to the Company, summarizing the Memorandum and Articles of Association of the Company and salient provisions of the company law of the Cayman Islands referred to in the section

headed “Appendix IV – Summary of the Constitution of our Company and Cayman Islands Company Law” to the Hong Kong Prospectus.

- (c) Two signed originals of the legal opinions from Maples and Calder (Hong Kong) LLP, legal advisers as to Cayman Islands Laws and the Laws of British Virgin Islands as to the Company’s and the Controlling Shareholders’ entering into the transaction documents, dated the Hong Kong Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC.
 - (d) Two signed originals of the legal opinions from the following legal advisers, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC:
 - (i) Adler Martins as to the laws of Brazil;
 - (ii) Atwan & Partners as to the laws of Jordan;
 - (iii) Cortez Berlanga & Asociados as to the laws of Mexico;
 - (iv) Avakov Tarasov & Partners as to the laws of Russia;
 - (v) Winson Partners and Legal Consultants as to the laws of Saudi Arabia;
 - (vi) Sulaiman Al Naqbi Advocates and Legal Consultants as to the laws of United Arab Emirates;
 - (vii) BTW Legal as to the laws of United States;
 - (viii) Leges Advokat as to the laws of Uzbekistan;
 - (ix) Tilleke & Gibbins as to the laws of Thailand;
 - (x) Oh-Ebashi LPC & Partners as to the laws of Japan;
 - (xi) Chiu & Partners as to the laws of Hong Kong; and
 - (xii) Maples and Calder (Hong Kong) LLP as to the laws of British Virgin Islands.
16. Two signed originals of the legal opinion from AllBright Law Offices , legal adviser to the Underwriters as to PRC Laws, dated the Hong Kong Prospectus Date, addressed to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, in respect of (i) the properties owned and leased by the Group in the PRC and (ii) the establishments, business and legal status of the Group under PRC Laws.
17. Two signed originals of the Verification Notes duly signed by or on behalf of the Company and each Director.
18. Two certified true copies of the resolutions of the shareholders of the Company referred to in the section headed “Appendix V – Statutory and General Information – A. Further

Information about Our Group – 4. Resolutions of Shareholders of Our Company Passed on August 20, 2025” of the Hong Kong Prospectus.

19. Two signed originals of the signature pages to the Receiving Bank Agreement duly signed by or on behalf of the Company.
20. Two certified true copies of the Registrar Agreement duly signed by the parties thereto.
21. Two electronic copies of the industry report prepared by the Industry Consultant referred to in the section headed “Industry Overview” of the Hong Kong Prospectus.
22. Two electronic copies of the internal controls report prepared by the Internal Control Consultant.
23. Two certified true copies of the service contract or letter of appointment of each of the Directors.
24. Two certified true copies or signed originals of the undertaking from each of the Controlling Shareholders to the SEHK pursuant to Rule 10.07 of the Listing Rules.
25. Two certified true copies or signed originals of the undertaking from the Company to the SEHK pursuant to Rule 10.08 of the Listing Rules.
26. Two signed originals or certified true copies of the certificate issued by the relevant translator of TOPPAN Nexus Limited to the Registrar of Companies in Hong Kong relating to the translation of the Hong Kong Public Offering Documents.
27. Two certified true copies of the compliance adviser agreement duly signed by the parties thereto.
28. Two certified true copies of each of the following:
 - (a) a certificate of registration of the Company under Part 16 of the Companies Ordinance;
 - (b) the certificate of incorporation of the Company; and
 - (c) the current business registration certificate of the Company.

Part B

1. Two signed originals of the Regulation S and 144A comfort letters from the Reporting Accountants, dated, respectively, the date of the International Underwriting Agreement and the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and the International Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, which letters shall cover, without limitation, the various financial disclosures contained in each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular.
2. Two signed originals of the Hong Kong bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.
3. The following signed legal opinions from the legal advisers to the Company:
 - (a) Two signed originals of the closing legal opinion of Jingtian & Gongcheng, legal adviser to the Company as to the PRC Laws, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC (each including a bringdown opinion of the opinions under item 15(a) of **Part A**).
 - (b) Two signed originals of the closing legal opinion from Maples and Calder (Hong Kong) LLP, legal advisers as to Cayman Islands Laws and the Laws of British Virgin Islands as to the Company's and the Controlling Shareholders' entering into the transaction documents, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC.
 - (c) Two signed originals of the closing legal opinions from the following legal advisers, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC:
 - (i) Adler Martins as to the laws of Brazil;
 - (ii) Atwan & Partners as to the laws of Jordan;
 - (iii) Cortez Berlanga & Asociados as to the laws of Mexico;
 - (iv) Avakov Tarasov & Partners as to the laws of Russia;
 - (v) Winson Partners and Legal Consultants as to the laws of Saudi Arabia;
 - (vi) Sulaiman Al Naqbi Advocates and Legal Consultants as to the laws of United Arab Emirates;
 - (vii) BTW Legal as to the laws of United States;
 - (viii) Leges Advokat as to the laws of Uzbekistan;

- (ix) Tilleke & Gibbins as to the laws of Thailand;
 - (x) Oh-Ebashi LPC & Partners as to the laws of Japan;
 - (xi) Chiu & Partners as to the laws of Hong Kong; and
 - (xii) Maples and Calder (Hong Kong) LLP as to the laws of British Virgin Islands.
4. Two signed originals of the closing legal opinion of AllBright Law Offices, legal adviser to the Underwriters as to the PRC Laws, addressed to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC (each including a bringdown opinion of the opinions under item 16 of **Part A**).
 5. Two signed originals of the “Rule 10b-5” disclosure letter of Kirkland & Ellis, legal adviser to the Company as to the United States Laws, dated the Listing Date, and addressed to the Sole Sponsor and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC.
 6. Two signed originals of the legal opinion of Kirkland & Ellis, legal adviser to the Company as to Hong Kong Laws, dated the Listing Date, and addressed to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC.
 7. Two signed originals of the legal opinion of Kirkland & Ellis, legal adviser to the Company as to United States Laws, dated the Listing Date, and addressed to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC.
 8. Two signed originals of the “Rule 10b-5” disclosure letter of Freshfields, legal adviser to the Underwriters as to the United States Laws, dated the Listing Date, and addressed to the International Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC.
 9. Two signed originals of the legal opinion of Freshfields, legal adviser to the Underwriters as to Hong Kong Laws, dated the Listing Date, and addressed to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC.
 10. Two signed originals of the legal opinion of Freshfields, legal adviser to the Underwriters as to United States Laws, dated the Listing Date, and addressed to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC.
 11. Two signed originals of the certificate of the executive Directors of the Company, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, which letter shall cover, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement.
 12. Two signed originals of the certificate of the Controlling Shareholders, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, which certificate shall cover, *inter alia*, the truth and accuracy as of the

Listing Date of the representations and warranties of the Controlling Shareholders contained in this Agreement.

13. Two signed originals of the certificate of the finance director of the Company, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular that are not comforted by the Reporting Accountant.
14. Two signed original certificates issued by a joint company secretary of the Company, dated the Listing Date, in the form set forth in a schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement;
15. Two certified true copies of resolutions of the board of Directors or a duly authorized committee of the board of Directors or the authorized person(s) approving, among other things, the Offer Price, the Price Determination Agreement, the basis of allotment and allotment of Shares to the allottees and the issue and allotment of the International Offer Shares.
16. Two copies of the letter from the SEHK approving the listing of the Shares.
17. Two signed original or certified true copies of the Price Determination Agreement, each duly signed by the parties thereto.

SCHEDULE 5

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of **Clause 4.7**. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the **HK eIPO White Form service** at www.hkeipo.hk, or through HKSCC EIPO channel complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with **Clause 4.4**. The Hong Kong Underwriter or the sub-underwriter must produce evidence to the satisfaction of the Sole Sponsor-OC that the relevant application was made or procured to be made by such Hong Kong Underwriter or such sub-underwriter.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications or Hong Kong Sub-underwriter's Applications.

SCHEDULE 6
ADVERTISING ARRANGEMENTS

The Formal Notice is to be published on the official websites of the SEHK and the Company on the following dates:

<u>Name of Publication</u>	<u>Date</u>
SEHK website	August 25, 2025
Company website	August 25, 2025

SCHEDULE 7
OFFER SIZE ADJUSTMENT OPTION EXERCISE NOTICE

To: **China International Capital Corporation Hong Kong Securities Limited**
(as the Sole Sponsor-OC, for itself and on behalf of the Underwriters)

[●] 2025

Dear Sirs and Madams,

We refer to the Hong Kong underwriting agreement dated August 21, 2025 (the “**Hong Kong Underwriting Agreement**”) between, *inter alia*, we, Aux Electric Co., Ltd. (the “**Company**”), the Sole Sponsor-OC, and the several Hong Kong underwriters listed in **Schedule 2** to the Hong Kong Underwriting Agreement (the “**Hong Kong Underwriters**”) in relation to the Hong Kong Public Offering of the Shares of the Company.

Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Hong Kong Underwriting Agreement.

We hereby give you notice of the exercise of our right, pursuant to Clause 2.7 of the Hong Kong Underwriting Agreement, to allot and issue an additional _____ Offer Size Adjustment Option Shares to be allocated between the Hong Kong Public Offering and the International Offering as provided for under the Hong Kong Underwriting Agreement. In accordance to this notice of exercise, we hereby undertake that we shall deliver the Offer Size Adjustment Option Shares free from encumbrance on or around 9:00 a.m. on the Listing Date.

This letter shall be governed by and construed in accordance with the Laws of Hong Kong.

This letter may be executed in counterparts. Each counterpart shall constitute an original of this letter but shall together constitute a single document.

We should be grateful if you would confirm your acceptance of the above by countersigning above.

For and on behalf of
Aux Electric Co., Ltd.

Name:

Title:

For itself and as attorney for and on behalf of each of the other Underwriters

For and on behalf of

China International Capital Corporation Hong Kong Securities Limited

Name:

Title:

SCHEDULE 8
PROFESSIONAL INVESTOR TREATMENT NOTICE

A. Corporate Professional Investor

1. For the purposes of the Code, you are a Professional Investor by reason of your being within a category of person described in section 3(a), (c) or (d) of the Securities and Futures (Professional Investor) Rules, as follows:
 - 1.1 a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the trust corporation or a trust of which it acts as a trustee (no less recent than 16 months before the relevant date); or (ii) 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; or (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);
 - 1.2 a corporation having total assets of at least HK\$40 million (or its equivalent) or a portfolio of at least HK\$8 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the corporation (no less recent than 16 months before the relevant date); or (ii) 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; or (c) a public filing submitted by or on behalf of the corporation;
 - 1.3 a corporation the principal business of which at the relevant date is to hold investments and which at the relevant date is wholly owned by any one or more of the following persons: (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who falls within the definition under section 5(1) of the Securities and Futures (Professional Investor) Rules; (iii) a corporation that falls within this paragraph 1.3; (iv) a corporation that falls within paragraph 1.2 above; (v) a partnership that falls within paragraph 1.5 below; and (vi) 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 2 to the Securities and Futures Ordinance;
 - 1.4 a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph 1.2 above; and
 - 1.5 a partnership with a portfolio of no less than HK\$8 million (or its equivalent) or total assets of not less than HK\$40 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the partnership (no less recent than 16 months before the relevant date); or (ii) 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; or (c) a public filing submitted by or on behalf of the partnership.

2. We have categorised you as a Corporate Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
3. As a consequence of your categorisation as a Corporate Professional Investor and our assessment of you as satisfying the criteria set out in paragraph 15.3A(b) of the Code (i.e. that you have the appropriate corporate structure and investment process and controls, the person(s) responsible for making investment decisions on behalf of you has/have sufficient background, and you are aware of the risks involved in relation to the relevant products and/or markets to be invested in under this Agreement), we are not required to fulfil certain requirements under paragraphs 15.4 and 15.5 of the Code and other Hong Kong regulations (summarised below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to be treated as a Corporate Professional Investor and to dispense with the relevant requirements). While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.
 - 3.1 Client agreement

We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.
 - 3.2 Risk disclosures

We are not required by the Code to provide you with written risk warnings or risk disclosure statements in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.
 - 3.3 Information about us

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.
 - 3.4 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.
 - 3.5 Information about clients

We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.
 - 3.6 Nasdaq–Amex Pilot Program

If you wish to deal through the SEHK in securities admitted to trading on the SEHK under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.

3.7 Suitability

When making a recommendation or solicitation, we are not required to ensure that such recommendation or solicitation is suitable for you.

3.8 Investor characterisation/disclosure of transaction related information

We are not required to assess your knowledge of derivatives and characterise you based on your knowledge of derivatives, and we are not required to disclose transaction related information (as set out in paragraph 8.3A of the Code) to you.

3.9 Discretionary accounts

We are not required, in respect of any discretionary account, to obtain authority in writing from you prior to effecting transactions for your account without your specific authority, or to explain such authority to you or re-confirm it with you on an annual basis, or to disclose to you benefits receivable for effecting transactions for you under a discretionary account.

3.10 Complex products

We are not required to ensure that a transaction in a complex product is suitable for you, to provide sufficient information about a complex product to you or to provide you with warning statements.

4. You have the right to withdraw from being treated as a Corporate Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
5. If you are a Corporate Professional Investor by reason of your being a corporation that falls within paragraph 1.4 above, you confirm that the shareholders of the holding company have been informed of the corporation's status as a Corporate Professional Investor.
6. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise and experience 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.
7. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Corporate Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
8. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.

B. Individual Professional Investor

1. For the purposes of the Code, you are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Securities and Futures (Professional Investor) Rules, as follows:
 - 1.1 an individual having a portfolio of not less than HK\$8 million (or its equivalent) at the relevant date or as ascertained by any one or more of the following documents issued or submitted within 12 months before the relevant date: (i) a statement of account or a certificate issued by a custodian; (ii) a certificate issued by an auditor or a certified public accountant, or (iii) a public filing submitted by or on behalf of the individual, 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, or (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.
2. We have categorised you as an Individual Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
3. As a consequence of your categorisation as an Individual Professional Investor, we are not required to fulfil certain requirements of the Code as set out in under paragraph 15.5 of the Code and other Hong Kong regulations (summarised below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to be treated as an Individual Professional Investor and to dispense with the relevant requirements). While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.
 - 3.1 Information about us

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.
 - 3.2 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.
 - 3.3 Nasdaq–Amex Pilot Program

If you wish to deal through the SEHK in securities admitted to trading on the SEHK under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.
4. You have the right to withdraw from being treated as an Individual Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.

5. If we 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 we may ask you to sign and no statement we may ask you to make derogates from this clause.
6. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as an Individual Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
7. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.

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

SIGNED by **XIN NING**
for and on behalf of
AUX ELECTRIC CO., LTD.

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SIGNED by)
ZHENG JIANJIANG)

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SIGNED by ZHENG JIANJIANG
for and on behalf of
ZE HUI LIMITED

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SIGNED by ZHENG JIANJIANG

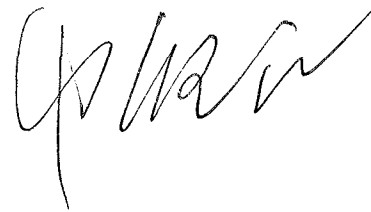
for and on behalf of

CHINA PROSPER ENTERPRISE HOLDING CO., LTD.

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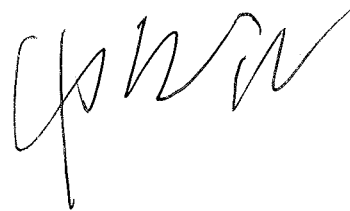
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SIGNED by ZHENG JIANJIANG
for and on behalf of
AUX HOLDINGS GROUP CO., LTD.

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SIGNED by *Liang Jin*

for and on behalf of

CHINA INTERNATIONAL CAPITAL CORPORATION HONG
KONG SECURITIES LIMITED

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Liang Jin

SIGNED by *Liang Jin*
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)

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