

基石投资协议

2025 年 9 月 13 日

奇瑞汽车股份有限公司

及

JSC International Investment Fund SPC（代表 ShanRui SP）

及

中国国际金融香港证券有限公司

及

华泰金融控股（香港）有限公司

及

广发融资（香港）有限公司

及

广发证券（香港）经纪有限公司

及

中信里昂证券有限公司

目录

条款	页码
1. 定义和解释	4
2. 投资	8
3. 完成条件	9
4. 完成	10
5. 对投资者的限制	12
6. 承认、声明、承诺及保证	13
7 终止	22
8 公告及机密性	23
9 通知	24
10 一般事项	25
11 管辖法律及司法权区	28
12 豁免权	28
13 法律文书代收人	28
14 副本	28
附录 1 投资者股份	38
附录 2 投资者详情	39

本协议（下文简称「本协议」）乃于 2025 年 9 月 13 日订立，

订约方：

1. **奇瑞汽车股份有限公司**，一家于中国注册成立的股份有限公司，注册办事处位于中国安徽省芜湖市经济技术开发区长春路 8 号（下文简称「公司」）；
2. **JSC International Investment Fund SPC（代表 ShanRui SP）**，一家在开曼群岛注册成立的豁免公司，注册办事处位于 Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman, KY1-1002, Cayman Islands（下文简称「投资者」）；
3. **中国国际金融香港证券有限公司**，主要营业地址位于香港中环港景街 1 号国际金融中心 1 期 29 楼（下文简称「中金公司」）；
4. **华泰金融控股（香港）有限公司**，主要营业地址位于香港中环皇后大道中 99 号中环中心 62 楼（下文简称「华泰金控」）；
5. **广发融资（香港）有限公司**，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发融资」，与中金公司、华泰金控合称为「联席保荐人」）；
6. **广发证券（香港）经纪有限公司**，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发证券（香港）经纪」）；
7. **中信里昂证券有限公司**，主要营业地址位于香港金钟道 88 号太古广场第一期 18 楼（下文简称「中信里昂」，与中金公司、华泰金控及广发证券（香港）经纪合称为「整体协调人」）。

鉴于：

- (A) 公司已申请通过全球发售方式（下文简称「**全球发售**」）在联交所（定义见下文）上市其 H 股股份（定义见下文），包括：
 - (i) 公司在香港公开发售其 29,739,700 股 H 股股份（可予重新分配）以供公众认购（下文简称「**香港公开发售**」）；及
 - (ii) 公司有条件地配售 267,657,300 股 H 股股份（可予重新分配和视乎超额配售权行使与否而定）：在美国境外（包括向香港的专业及机构投资者根据 S 规例进行离岸交易或通过毋须受证券法登记规定规限的交易（下文简称「**国际发售**」））。
- (B) 中金公司、华泰金控及广发融资担任全球发售的联席保荐人。中金公司、华泰金控、广发证券（香港）经纪及中信里昂担任全球发售的整体协调人及资本市场中介人。
- (C) 投资者希望受限于及根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

1.1 在本协议中（包括其序文和附录），除非文意另有要求，以下词汇和表达应具有以下含义：

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

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义；

「**经纪费**」指根据费用规则第 7(1)段的规定按投资总额 1%计算的经纪费（定义见上市规则）；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司设立及运作之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介人**」指公司为全球发售之目的而委任的资本市场中介人，应具有香港证监会持牌人或注册人操守准则中赋予的含义；

「**公司条例**」指公司条例（香港法例第 622 章）；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章）；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案规则赋予的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章）；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会；

「**中国证监会备案规则**」指中国证监会发布的境内企业境外发行证券和上市管理试行办法及支持指引，经不时修订、补充或另行修改；

「**延迟交割日**」指，在香港公开发售及国际发售的承销协议签订、成为无条件及并未终止的前提下，整体协调人根据第 4.3 条通知投资者的较后日期；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置任何法定或实益权益（包括设立或以协议设立或出售或授出或同意出售或授出任何期权、或订约购买、认购、出借或以其他方式转让或处置任何购买、认购、出借或以其他方式转让或处置或购买或同意购买任何期权、合约、认股权或出售权的认股权或权利），无论直接或间接、有条件或无条件，或设立任何性质的任何第三方权利、相关股份的任何法定或实益权益或任何其他可转换为或可行使或可交换该等相关股份的证券，或代表有权收取或订约收取该等相关股份（不论直接或间接且不论有条件或无条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；

「**费用规则**」具有上市规则赋予的含义；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

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

「**本集团**」指公司及其附属公司；

「**H 股**」指公司股本中每股面值人民币 1.00 元的境外上市外资股份，将于联交所上市及以港元认购和买卖；

「**港元**」指香港的法定货币；

「**香港结算**」指香港中央结算有限公司，香港交易及结算所有限公司的全资附属公司；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**受弥偿方**」具有第 6.5 条赋予的含义；

「**国际发售**」具有序文(A)赋予的含义；

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

「**投资者相关信息**」具有第 6.2(i)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股股份，该等股份数目将根据附录 1 计算，由公司及其整体协调人厘定；

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

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的适用交易征税）、联交所的 0.00565%交易费（或于上市日收取的适用交易征税）以及会财局的 0.00015%交易征费（或于上市日收取的适用交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股股份在联交所主板的初始上市日；

「**上市指南**」指联交所发布的新上市申请人指南，经不时修订、补充或另行修改；

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

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指 H 股股份将根据全球发售每股最终港元价格（不包括经纪费及征税）；

「**超额配售权**」具有国际发售通函赋予的含义；

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

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

「**初步发售通函**」指公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函，经不时修订、补充或另行修改；

「**专业投资者**」具有证券及期货条例附录 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者以其自有账户及投资目的进行的投资，而非代表任何第三方作为代理人行事，不论该投资是否为该投资者的任何股东或基金投资者谋取利益；

「**招股章程**」指公司就香港公开发售在香港发布的最终招股章程；

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

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或以其他方式结算）衍生自投资者股份的公司的任何股份或其他证券或权益；

「**144 规则**」指指证券法第 144 条；

「**证券法**」指美国 1933 年证券法，经不时修订、补充或另行修改；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章）；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有 S 规例第 902(k)条所规定的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附录**的提述应指本协议的条款、子条款或附录；
- (b) 索引、条款及附录标题仅为便利目的而设，并不影响本协议的构成或解释；

- (c) 序文和附录构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附录；
- (d) 对本协议或其他文书的提述应包含其变更或替换版本；
- (e) 对法例、法例条文、规例或规则的提述应包括：
 - (i) 对该等法例、法例条文、规例或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、规例或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (f) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (g) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (h) 对「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及
- (i) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，投资者将通过整体协调人及/或其联属人士（作为国际发售相关部分的国际承销商的国际代表），按发售价认购，公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三(3)个营业日的时间书面通知公司、联席保荐人及整体协调人，通过身为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是 (i)非美国人士；(ii)位于美国境外；且(iii)按照 S 规例在离岸交易中购买投资者股份，前提是：

- (a) 投资者须促致该全资附属公司在该日向公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、

保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及

- (b) 投资者(i)无条件及不可撤销地向公司、联席保荐人及整体协调人保证该全资附属公司将适当及准时履行及遵循其在本协议项下的所有因本协议产生的、在本协议项下或与本协议相关的同意、义务、承诺、保证、陈述、弥偿、准许、承认、确认及契诺；及(ii)承诺将根据第 6.5 条应要求向各受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

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

- 2.3 公司及整体协调人可根据第 4.3 条规定以其全权酌情决定在延迟交割日交付全部或部分投资者股份。

- 2.4 公司及整体协调人（代表其自身以及全球发售的其他承销商）将以彼等议定的方式厘定发售价。公司及整体协调人根据附录 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

- 3.1 投资者根据本协议认购投资者股份的义务以及公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 3.1(e)条所载的条件不可豁免，第 3.1(f)条所载的条件仅可由公司、联席保荐人及整体协调人共同豁免，第 3.1(g)条所载的条件仅可由投资者豁免)方可作实：

- (a) 香港公开发售及国际发售的承销协议在不晚于该等承销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一承销协议均未终止；
- (b) 公司及整体协调人（代表其自身及全球发售的其他承销商）已议定发售价；
- (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
- (d) 任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；

- (e) ShanRui SP 的权益持有人璟泉善瑞（北京）股权投资基金合伙企业（有限合伙）已根据适用法律及监管要求完成取得向投资者出资所需的北京市发展和改革委员会、中国证券投资基金业协会等相关批准、登记或备案（如适用）；
- (f) 本协议项下的投资者同意、陈述、认可、保证、承诺、确认及承认在所有方面均准确、真实及不具误导性，投资者并无重大违反本协议的行为；及
- (g) 本协议项下的公司同意、陈述、认可、保证、承诺、确认及承认在所有方面均准确、真实及不具误导性，公司并无重大违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天(180)天或之前（或公司、投资者、联席保荐人及整体协调人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免)，投资者认购投资者股份的义务以及公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业可行范围内尽快及在任何情况下不晚于本协议终止日期起计三十(30)天免息退还投资者，本协议将终止及不再生效，而公司、联席保荐人及/或整体协调人的所有义务及责任在向投资者作出悉数偿还将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本第 3.2 条所述日期的期间内对他们违反投资者根据本协议作出的同意、陈述、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或将不会延迟完成或者终止，或发售价将在公开文件中载列的指示范围，若全球发售因任何原因未能于所述的日期及时间完成或根本无法完成或发售价超出公开文件载列的指示范围，公司、联席保荐人及/或整体协调人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价超出公开文件载列的指示范围，提起针对公司、联席保荐人及/或整体协调人或其各自的联属人士、董事、监事、高级职员、雇员、员工、联系人、合伙人、代理人、顾问及代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或其联属人士）（作为国际发售相关部分的国际承销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按公司及整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守(a)上市规则第 8.08(3)条的规定（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%)；(b)上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定或联交所另行豁免的最低公众持股量规定；及/或(c)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则的规定。

- 4.2 投资者应于上市日上午八时正或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。
- 4.3 若整体协调人以彼唯一酌情决定，应于上市日之后的日期（「延迟交割日」）交割全部或任何部分投资者股份，整体协调人应(i) 于不晚于上市日前两(2)个营业日的时间书面通知投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两(2)个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配售权可予行使的最后一日之后三(3)个营业日。即使投资者股份将于延迟交割日交付投资者，投资者仍需根据第 4.2 条的规定为投资者股份付款。
- 4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于两(2)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），通过中央结算系统将投资者股份交付投资者。
- 4.5 在无损第 4.3 条规定的前提下，投资者股份的交付亦可以公司、联席保荐人及整体协调人及投资者书面议定的其他方式进行，惟投资者股份的付款和交付时间应不晚于超额配售权可被行使的最后一天后的三(3)个营业日。
- 4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，公司、联席保荐人及整体协调人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，公司、联席保荐人及整体协调人的所有义务及责任将终止（但无损公司、联席保荐人及整体协调人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 4.2 条全额支付投资总额及相关经纪费和征税而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责对受弥偿方的前述损失及损害作出充分弥偿。
- 4.7 公司、联席保荐人及整体协调人及彼等各自的联属人士因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒、猴痘病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任

何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下各自的义务，彼等无需对未能或延迟履行本协议项下各自的义务承担任何责任（不论共同或各别），且彼等各自应有权终止本协议，在此情况下，公司、联席保荐人及整体协调人保留自行决定终止本协议的权利，且在此情况下，公司、联席保荐人及整体协调人的所有义务及责任应停止及终止；惟根据本第 4.7 条终止本协议不得影响任何一方在终止时或之前就本协议条款对其他方累积的权利或责任。

- 4.8 倘若于上市日或之后无法满足上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）及 8.08(3)条有关公众持有的股份的规定，公司及整体协调人有权按其唯一及绝对酌情权调整投资者拟购买的投资者股份数目分配，以符合上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）及 8.08(3)条的规定。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条及第 5.6 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与公司、联席保荐人及整体协调人立约并承诺，在自上市日起六(6)个月期间（包含上市日，下文简称「禁售期」）的任何时间内，未经公司、联席保荐人及整体协调人事先书面同意，投资者不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；或(iii)直接或间接地订立与任何上述交易具有相同经济效果的交易。
- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前五个（5）个营业日向公司、联席保荐人及整体协调人提供该转让的书面通知，其中载列有关附属公司的身份详情（包括但不限于注册地、公司注册号及商业登记号）、其与投资者的关系及该附属公司的业务，并提供公司、联席保荐人和整体协调人合理要求的证明材料，以证明拟受让方是投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司已作出书面承诺（向公司、联席保荐人及整体协调人）作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应被视为已作出下文第 6 条规定的同意、陈述、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同与各别地承担本协议施加的所有责任及义务；

- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向公司、联席保荐人及整体协调人作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的同意、陈述、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同与各别地承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(i)非美国人士，(ii)位于美国境外；及(iii)将依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经公司、联席保荐人及整体协调人事先书面同意外，投资者及其紧密联系人于公司已发行股本总额中合共持有（直接及间接）持股总额应始终少于公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），并且投资者在上市日后的 12 个月内不会成为上市规则所指的公司核心关连人士。此外，投资者及其紧密联系人（定义见上市规则）在公司已发行股本中的总持股比例合计（直接及间接）不应导致持有公司证券股本的公众人士（根据上市规则的规定及（如适用）联交所的豁免，包括但不限于上市规则第 8.08 条）（被第 19A.13A 条修订并取代）低于上市规则第 8.08 条（被第 19A.13A 条修订并取代）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。投资者同意于获悉上述任何情况，将书面通知公司、联席保荐人及整体协调人。

5.4 投资者同意，投资者乃基于自营投资持有公司的股本，应公司、联席保荐人及/或整体协调人的合理请求，投资者将向公司、联席保荐人及/或整体协调人提供合理的证据，证明投资者乃基于自营投资持有公司的股本。投资者不得，且就其所知，其控股股东、联系人及彼等各自的实益拥有人均未在全球发售中通过簿记建档流程申请或订购 H 股股份（投资者股份除外）或在香港公开发售中申请 H 股股份，但适用法律和证券交易所允许的除外。

5.5 投资者及其联属人士、董事、监事、高级职员、雇员或代理未曾并且不得（直接或间接）与公司、公司的单一最大股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、雇员或代理签订任何违反或抵触上市规则（包括上市指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何附函）。

5.6 投资者将使用内部资源（而非通过外部融资）为认购投资者股份提供资金。

6. 承认、声明、承诺及保证

6.1 投资者向公司、联席保荐人及整体协调人各自承认、同意及确认：

- (a) 公司、联席保荐人、整体协调人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或无法完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者承担任何责任；
- (b) 本协议及投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及于公司网站及联交所网站作为展示文件的重大合约；
- (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公司、中国证监会、联交所、香港证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露，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) 发售价将仅由公司与整体协调人（代表其自身以及国际发售的其他承销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及/或其联属人士以国际发售的国际承销商的国际代表的身份认购；
- (f) 投资者将根据公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份，并受其规限；
- (g) 投资者股份的数目可能受根据上市规则第 18 项应用指引及上市指南第 4.14 章在国际发售与香港公开发售之间的重新分配 H 股股份，或联交所可能批准及不时适用于公司的其他比例影响；
- (h) 公司、联席保荐人及整体协调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) 8.08(3)条（该条订明，于上市日期公众持股中最多 50%可由前三大公众股东实益拥有）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）或联交所另行豁免的公众持股量规定；及(iii)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；
- (i) 投资者不是公司的现有股东、关连人士或联属人士，并且不代表前述任何人士行事；
- (j) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，公司、联席保荐人及/或整体协调人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

- (k) 公司、联席保荐人、整体协调人及其各自的附属公司、代理人、董事、监事、雇员或联属人士以及任何其他全球发售的参与方均不对因获取投资者股份或与投资者股份的任何交易相关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不能直接或间接在美国或向美国人士或为美国人士的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不能直接或间接在其他任何司法权区发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (m) 其理解及同意投资者股份的转让仅可根据 S 规例，在美国境外在「离岸交易」（定义见 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法权区的任何适用证券法律进行，且任何代表投资者股份的任何股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，公司、联席保荐人、整体协调人或国际发售的任何国际承销商及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (o) 除第 5.2 条规定者外，在投资者股份由投资者的附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (p) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
(i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、管理人及其各自的董事、监事、高级职员、雇员、顾问及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii) 应以其最大努力确保其（已获根据第 6.1(p) 条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及(iii) 不得并应确保其（已获根据第 6.1(p) 条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股股份或公司或其联属人士或联系人的其他证券或衍生工具；
- (q) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其/彼等各自的代表提供的材料（不论采用书面或口头方式）不得

向其他人士披露、传阅或传播，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖该等信息及材料。为免生疑问：

- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (r) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (s) 投资者并非因以下原因而获得投资者股份，且投资者及其联属人士或任何代表其或彼等人士并无参与或将不会参与 (i) 任何定向销售活动（根据 S 规例的定义），或 (ii) 任何与投资者股份相关的一般招揽或一般广告（根据证券法下 D 规例第 502(c)条的定义）；
- (t) 其已获提供其认为对评估认购投资者股份的利弊及风险属必需及适宜的所有信息，已获提供机会向公司、联席保荐人及整体协调人提出有关公司、投资者股份及其认为对评估认购投资者股份的利弊及风险属必需及适宜的其他相关事项的问题并获得公司、联席保荐人或整体协调人的回答，公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (u) 在作出投资决定时，投资者已经并将仅依赖公司发出的国际发售通函所载的信息，而不依赖公司、联席保荐人及/或整体协调人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，公司、联席保荐人、整体协调人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，公司、联席保荐人、整体协调人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因

投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士使用或依赖国际发售通函中未载列的任何信息或材料对彼等负责；

- (v) 联席保荐人、整体协调人、全球发售的其他承销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概未向其作出有关投资者股份的利弊、认购、购买或发售该等股份或公司或集团成员的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的利弊、认购、购买或发售该等股份或公司或集团成员的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (w) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (x) 其已自行开展关于公司、集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表公司、联席保荐人、整体协调人或其他承销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议（视情况而定），公司、联席保荐人、整体协调人或彼等各自的联系人、附属人士、董事、监事、高级职员、雇员、顾问或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (y) 其理解，投资者股份当前并无公开市场，且公司、联席保荐人、整体协调人、全球发售的承销商及其各自的附属公司、附属人士、董事、监事、高级职员、雇员、代理人、代表、联系人、合伙人和顾问以及其他全球发售参与方并未作出关于投资者股份将存在公开市场的保证；
- (z) 若全球发售因任何原因延迟、终止或未能完成，公司、联席保荐人、整体协调人或彼等各自的联系人、附属人士、董事、监事、高级职员、雇员、顾问、代理或代表均无需对投资者或其附属公司承担任何责任；
- (aa) 公司及整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目；(ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；及(iii) 其他调整或重新分配所发售的 H 股、公开文件中列出的指示性发售价范围以及联交所批准并符合适用法律的发售价；

- (bb) 投资者已同意，投资总额及相关经纪费及征税的付款应于上市日上午八时正支付；
- (cc) 投资者与公司、公司任何股东、联席保荐人及/或整体协调人之间，除本协议外，并未签订其他与全球发售相关的协议；
- (dd) 任何不符合本协议限制的要约、出售、质押或其他转让，公司将不予承认相关股份；
- (ee) 任何 H 股股份的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、其他证券法律及任何认可证券交易所的任何其他适用法律对股份交易的限制。

6.2 投资者向公司、联席保荐人及整体协调人进一步陈述、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 投资者有资格接收和使用本协议下的信息（其中包括本协议、招股说明书草稿和初步发售通函草稿），这些信息不会违反适用于该投资者的所有法律，也不会在该投资者所在的司法管辖区内需要任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，投资者履行其在本协议下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束，除第 3.1 条规定的条件外；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 投资者已经获得根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」），该等批准已生效且未被撤销、撤回或废止，且无任何未履行的先决条件。投资者进一步同意及承诺，若任何该等批准因任何原因不再具有完全效力或被撤销、撤回或废止，将立即以书面形式通知公司、联席保荐人及整体协调人；
- (h) 投资者签署及交付本协议、投资者履行本协议及投资者认购投资者股份及完成本协议所述交易不会抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或

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

- (i) 其已遵守且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按具有管辖权的机构或主体或证券交易所的规定，应要求及时直接或间接通过公司、联席保荐人及/或整体协调人向联交所、香港证监会、中国证监会及/或其他政府、公共、货币或监管部门或机构或证券交易所（统称「**监管机构**」）提供资料或促使或促成他人提供资料，并在各种情况下，根据适用法律或任何监管机构不时所要求，同意及赞成披露该等资料（包括但不限于(i)投资者及其最终实益拥有人的身份信息，及/或发出有关认购投资者股份的指示的最终负责人的身份信息（包括但不限于其各自的名称和注册地点）；(ii)本协议项下的拟议交易（包括但不限于本协议项下的投资者股份认购详情、投资者股份数量、投资总额以及禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品以及有关详情（包括但不限于认购者及其最终实益拥有人以及该等掉期安排或其他金融或投资产品的提供者的身份信息）；及/或 (iv) 投资者或其实益拥有人和联系人，与公司及其任何股东之间的任何关联关系）（统称「**投资者相关信息**」）。投资者进一步授权公司、联席保荐人、整体协调人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表，根据上市规则、适用法律或任何相关监管机构的规定向监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的利弊及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有丰富经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非联席保荐人、整体协调人及资本市场中介人或承销商的客户；
- (l) 其作为主事人为自身利益、以投资为目的及以自营投资基准认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任公司董事或高级职员；
- (m) 如果认购投资者股份发生在美国境外，则按照 S 规例中定义的「离岸交易」实施且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者、其实益拥有人及/或联系人(i)为独立于公司的第三方；(ii)并非公司的关连人士（定义见上市规则）或联系人，且投资者认购投资者股份不会导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议

的任何其他方之间的关系为何），就公司的控制权而言，彼等在紧接本协议完成时将独立于公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)具有财务能力并将使用自有资金履行本协议项下的所有义务；(iv)并未直接或间接接受(a)公司任何核心关连人士（定义见上市规则）或(b)公司、公司或其任何附属公司的任何董事、监事、最高行政人员、主要股东或现有股东或彼等各自的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受公司任何该等人士就公司的证券的收购、处置、投资或其他处置接受该等核心关连人士的指示；及(v)与公司或其任何股东并无任何关联关系，除非另以书面形式向公司、联席保荐人及整体协调人披露；

- (p) 投资者将通过香港结算的 FINI 系统提供提交给联交所和香港结算的所需信息，并确保投资者提供的所有信息在所有重要方面都是真实、完整和准确的，并且这些信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露。
- (q) 投资者将使用其自有资金认购投资者股份，并且未获得也不打算获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (r) 投资者、其实益拥有人及/或联系人并非全球发售的任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、承销商、牵头经纪人或任何分销商的「关连客户」。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (s) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (t) 投资者、其实益拥有人或彼等各自的联系人均非公司或其联系人的董事（包括在前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人；
- (u) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在公司配发结果公告中识别的任何承配人组别；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章的规定；

- (x) 投资者及其紧密联系人（具有上市规则赋予的含义）在公司已发行股本中的总持股比例（直接和间接）不应导致公司公众持有的证券总额（具有上市规则赋予的含义）低于上市规则要求的百分比或联交所批准的其他百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以公司任何关连人士、联席保荐人、整体协调人或全球发售的任何承销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (z) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (aa) 除先前向公司、联席保荐人及整体协调人书面披露者外，投资者、其实益拥有人及/或联系人并无订立且不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；及
- (bb) 除本协议外，投资者或其任何联系人均未申请或获配发，也不会通过簿记建档程序申请或获配发全球发售下的任何 H 股。

- 6.3 投资者向公司、联席保荐人及整体协调人声明及保证，附录 2 所载的与其及其集团成员公司有关的描述在所有方面属真实、完整及准确，且不具误导性。在无损害第 6.1(b)条规定的前提下，投资者不可撤销地同意，若公司、联席保荐人及整体协调人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附录 2 所载的描述）载入公开文件、营销及路演材料及公司、联席保荐人及/或整体协调人就全球发售可能发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或公司、联席保荐人及/或整体协调人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。
- 6.4 投资者理解，载于第 6.1 条和第 6.2 条的同意、陈述、保证、承诺、确认和承认可能须根据香港法律及美国证券法律及其他法规提供。投资者承认，公司、联席保荐人、整体协调人、全球发售的其他承销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、陈述及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、陈述及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知公司、联席保荐人及整体协调人。
- 6.5 投资者同意及承诺，对于公司、联席保荐人、整体协调人及全球发售的其他承销商（代表其自身及彼等各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、职员、联系人、合伙人、代理及代表）

（下文统称「**受弥偿方**」）因投资者或其高级职员、董事、监事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方就前述损失及损害作出充分及有效的弥偿。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的同意、陈述、保证、承诺（视情况而定）应解释为单独的同意、陈述、保证、承诺，并应视为在上市日及延迟交割日（如适用）再次作出。

6.7 公司声明、保证及承诺：

- (a) 其已根据中国法律注册成立并有效存续；
- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
- (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；
- (d) 公司、公司的单一最大股东、本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理均未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括上市指南第 4.15 章）的协议或安排（包括任何附函）；及
- (e) 除本协议规定者外，本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

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

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.6 或 4.7 条终止；
- (b) 若投资者在国际发售完成日期或之前或延迟交割日（如适用）或之前严重地违反本协议（包括投资者（或根据第 5.2 条转让投资者股份的情形下的全资附属公司）严重地违反在本协议项下作出的陈述、保证、承诺及

确认），公司或任一联席保荐人及整体协调人可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。尽管有上述规定，第 6.5 条和投资者给予的弥偿在本协议终止后仍然有效。

8 公告及机密性

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

(a) 由任一方向联交所、香港证监会、中国证监会及/或公司、联席保荐人及/或整体协调人受其管辖的其他监管机构披露，投资者的背景信息以及公司与投资者之间的关系可载入由公司或代表公司发布的公开文件及公司、联席保荐人及/或整体协调人就全球发售可能发布或代其发布的营销及路演材料及其他公告；

(b) 由任一方及其管理人基于「须知」准则向该方、其管理人及前述主体的直接或间接权益持有人、法律及财务顾问、核数师及其他顾问及前述主体的联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该一方应(i)促使该方的管理人及前述主体的直接或间接权益持有人、法律及财务顾问、核数师及其他顾问及前述主体的联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该一方、其管理人及前述主体的直接或间接权益持有人、法律及财务顾问、核数师及其他顾问及前述主体的联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) 由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或任何附属事项的其他提述或披露，除非投资者已事先咨询公司、联席保荐人及整体协调人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 公司应以其合理努力，在发布前在公开文件中提供任何与本协议、公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资

者应配合公司、联席保荐人及整体协调人确保该等公开文件中所有对其的描述属实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并及时向公司、联席保荐人及整体协调人及彼等各自的顾问提供任何意见和验证文件。

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

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至公司，则发送至：

地址：	安徽省芜湖市经济技术开发区长春路 8 号
电邮：	chenglijuan@mychery.com
传真：	05535923838
收件人：	程琰娟

若发送至投资者，则发送至：

地址：	北京市朝阳区建国门街道国贸三期 B 座 6107
电话：	17610025919
收件人：	张天舒

若发送至中金公司，则发送至：

地址：	香港中环港景街 1 号国际金融中心 1 期 29 楼
电邮：	ib_spring_2025@cicc.com.cn
传真：	+852 2872 2100
收件人：	Project Spring deal team

若发送至华泰金控，则发送至：

地址：	香港中环皇后大道中 99 号中环中心 62 楼
电邮：	projectspring2024@htsc.com
收件人：	ECM

若发送至广发融资及广发证券（香港）经纪，则发送至：

地址：	香港湾仔骆克道 81 号广发大厦 27 楼
电邮：	projectspring2024_WG@gfgroup.com.hk

传真：+852 2907 6178
收件人：俞慧，刘珀豪，李梦旻（广发融资）
张效良，陈思佳（广发证券（香港）经纪）

若发送至中信里昂，则发送至：

地址：香港金钟道 88 号太古广场第一期 18 楼
电邮：projectspring2025@clsa.com
project_spring2025@citics.com
传真：+852 2868 0189
收件人：Juncheng Yang (Juncheng.yang@clsa.com)

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真、电子邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送且未收到未送达通知之时，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄四十八(48)小时后（在通过航空邮寄发送的情况下，则在六(6)日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议所载联席保荐人及整体协调人各自的义务为各别（而非共同或共同与各别）。倘任何联席保荐人或整体协调人未能履行其在本协议项下的义务，其他联席保荐人或整体协调人概不负责，且该等未能履行其义务将不会影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，联席保荐人及整体协调人各自有权单独或共同强制执行其在本协议项下的任何或全部权利。
- 10.3 除有明显错误外，公司及整体协调人为本协议目的就投资者股份数目、发售价以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、公司、联席保荐人及整体协调人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，本协议的任何变更或变更均无需事先通知非协议各方的任何人员或征得其同意。
- 10.6 本协议将仅签署中文版本。

- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税（如有）应由相关转让人/卖家及相关受让人/买家均摊。
- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以共同书面协议方式延展。
- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 本协议构成各方关于投资者对公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11(a)分条所述人士同意。
- 10.12 任一联席保荐人及整体协调人有权且特此获授权将其任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该联席保荐人或整体协调人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.13 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面属于或变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

- 10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或延迟交割日（如适用）或之前违反任何保证，则公司、联席保荐人及整体协调人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 10.18 承认美国特别处理机制
- (a) 如果任何属于被涵盖实体的任何一方根据美国特别处理机制受到诉讼程序的约束，则对于该方在本协议及其在本协议中的任何权益和义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议、及任何该等权益和义务受美国或美国某州法律的管辖）。
 - (b) 当任何一方属于被涵盖实体或 BHC 法案联属人士受制于美国特别处理机制下的任何程序时，对于本协议下可就该方行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。
 - (c) 本协议中使用的术语定义如下：
 - (i) “**BHC 法案联属人士**” 具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；；
 - (ii) “**被涵盖实体**” 指以下任何一种：
 - (A) 《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“**被涵盖实体**”；
 - (B) 《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“**被涵盖银行**”；或
 - (C) 《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“**被涵盖的 FSI**”；
 - (iii) “**违约权利**” 具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；及
 - (iv) “**美国特别处理机制**” 指以下任何一项： (i) 《联邦存款保险法》及据其颁布的法规及(ii) 《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及据其颁布的法规。

11 管辖法律及司法权区

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

12 豁免权

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

13 法律文书代收人

- 13.1 投资者不可撤销地委任张天舒（地址为北京市朝阳区建国门街道国贸三期 B 座 6107）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。
- 13.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任公司、联席保荐人及整体协调人接受的替代法律文书代收人，并在三十(30)天内向公司及、联席保荐人及整体协调人交付关于新法律文书代收人接受委任的文件副本。

14 副本

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

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

奇瑞汽车股份有限公司



姓名：张国忠

职衔：执行董事、常务副总裁

为及代表

JSC International Investment Fund SPC (代表 ShanRui SP)

吴寅男 王超

姓名：吴寅男 王超

职衔：JSC International Investment Fund SPC 董事

为及代表

中国国际金融香港证券有限公司



姓名：梁锦

职衔：董事总经理

为及代表

华泰金融控股(香港)有限公司

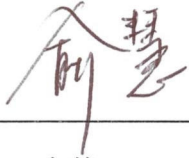


姓名： 黄志明

职衔： 执行董事

为及代表

广发融资（香港）有限公司

A handwritten signature in dark ink, appearing to be '俞慧' (Yu Hui), written in a cursive style. The signature is positioned above a horizontal line.

姓名：俞慧

职衔：董事总经理

为及代表

广发融资（香港）有限公司

Handwritten signature of Liu Bohao in blue ink, positioned above a horizontal line.

姓名：刘珀豪

职衔：董事

为及代表

广发证券（香港）经纪有限公司

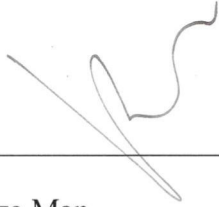


姓名： 阎明

职衔： 董事总经理

为及代表

中信里昂证券有限公司

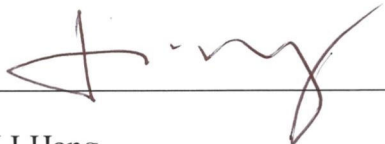
A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a horizontal line.

姓名： Wong Sze Man

职衔： Director

为及代表

中信里昂证券有限公司



姓名: LI Hang

职衔: Managing Director

附录 1

投资者股份

投资者股份数目

投资者股份数目应等于(1)1,480,000,000.00 港元（不包括投资者将就投资者股份支付的经纪费及征税）除以(2)发售价所得数目（向下取整至最接近的一整手 100 股 H 股股份）。

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），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的 H 股股份重新分配的影响。倘香港公开发售中的 H 股股份需求总量属于公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。

联席保荐人、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，从而满足上市规则的相关要求，包括但不限于：(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%）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定的最低公众持股量要求或获豁免的其他要求；(iii) 上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；或(iv)上市规则第 18 项应用指引第 3.2 段规定，全球发售中发售股份总数的至少 40%必须分配予配售部分的投资者（不包括基石投资者）。此外，联席保荐人、整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股票证券的配售指引）。

附录 2

投资者详情

投资者

注册成立地点:	Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, PO Box 10240, Grand Cayman KY1-1002, Cayman Islands
公司注册证书编号:	HS-395880
商业登记号码:	不适用
LEI 号码:	不适用
营业地址、电话号码及联系人:	不适用
主要活动:	不适用
最终控股股东:	不适用
最终控股股东的注册成立地点:	不适用
最终控股股东的商业登记号码:	不适用
最终控股股东的 LEI 号码:	不适用
最终控股股东的主要活动:	不适用
股东及持有的权益:	不适用
待插入招股章程的投资者描述:	JSC International Investment Fund SPC (为及代表 ShanRui SP 行事)由璟泉善瑞(北京)股权投资基金合伙企业(有限合伙)间接持有, 其中 (i) 中国国有企业混合所有制改革基金有限公司(简称“混改基金”)为有限合伙人, 是经国务院批准设立的国家级私募股权投资基金, 受国务院国资委委托, 混改基金由中国诚通控股集团有限公司作为主要发起人, 联合中央企业、地方国企等共同发起设立。(ii) 璟泉善诚管理咨询(北京)有限公司为普通合伙人, 其由北京金融控股集团有限公司最终控制。 JSC International Investment Fund SPC (acting for and on behalf of ShanRui SP) is indirectly held by Jingquan Shanrui (Beijing) Equity Investment Fund Partnership Enterprise (Limited Partnership) (“JSC ShanRui”), a limited partnership established in the PRC. It is owned as

to 99.93% by China State-Owned Enterprise Mixed-Ownership Reform Fund Co., Ltd.* (中國國有企業混合所有制改革基金有限公司) (a national fund approved by the State Council of the People's Republic of China, entrusted by the State-owned Assets Supervision and Administration Commission of the State Council, and initiated by China Chengtong Holdings Group Co., Ltd. (中國誠通控股集團有限公司)) as a limited partner and 0.07% by Jingquan Shancheng Management Consulting (Beijing) Co., Ltd.* (璟泉善誠管理諮詢（北京）有限公司) (wholly owned by the State-owned Assets Supervision and Administration Commission of Beijing Municipal People's Government) as a general partner.

相关投资者类别（如需要包含在联交所的 FINI 承配人名单模板或要求披露在与承配人有关的 FINI 界面）：

基石投资者

SEPTEMBER 13, 2025

CHERY AUTOMOBILE CO., LTD.

AND

HHLR ADVISORS, LTD.

AND

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

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

AND

GF CAPITAL (HONG KONG) LIMITED

AND

GF SECURITIES (HONG KONG) BROKERAGE LIMITED

AND

CLSA LIMITED

CORNERSTONE INVESTMENT AGREEMENT

TABLE OF CONTENTS

<u>Clause</u>		<u>Page</u>
1	DEFINITIONS AND INTERPRETATIONS	4
2	INVESTMENT	9
3	CLOSING CONDITIONS	10
4	CLOSING	11
5	RESTRICTIONS ON THE INVESTOR	13
6	ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES	15
7	TERMINATION	25
8	ANNOUNCEMENTS AND CONFIDENTIALITY	26
9	NOTICES	27
10	GENERAL	28
11	GOVERNING LAW AND JURISDICTION	31
12	IMMUNITY	31
13	PROCESS AGENT	32
14	COUNTERPARTS	32
SCHEDULE 1 INVESTOR SHARES		42
SCHEDULE 2 PARTICULARS OF INVESTOR		43

THIS AGREEMENT (this “Agreement”) is made on September 13, 2025

BETWEEN:

- (1) **Chery Automobile Co., Ltd.**, a joint-stock company incorporated in the PRC, whose registered office is at No. 8, Changchun Road, Economic Technology and Development Area, Wuhu, Anhui, PRC (the “**Company**”);
- (2) **HHLR Advisors, Ltd.**, an exempted company incorporated in the Cayman Islands, whose registered office is at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Investor**”);
- (3) **China International Capital Corporation Hong Kong Securities Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 29/F, One International Finance Centre, 1 Harbor View Street, Central, Hong Kong (“**CICC**”);
- (4) **Huatai Financial Holdings (Hong Kong) Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 62/F, the Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”);
- (5) **GF Capital (Hong Kong) Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Capital**” and CICC and Huatai together, the “**Joint Sponsors**” and each a “**Joint Sponsor**”);
- (6) **GF Securities (Hong Kong) Brokerage Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Securities (Hong Kong) Brokerage**”); and
- (7) **CLSA Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**” and CICC, Huatai and GF Securities (Hong Kong) Brokerage together, the “**Overall Coordinators**” and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for listing of its H shares on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for the subscription of 29,739,700 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of 267,657,300 H Shares (subject to reallocation and the Over-allotment Option) outside the United States (including to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) CICC, Huatai and GF Capital are acting as the joint sponsors, and CICC, Huatai, GF Securities (Hong Kong) Brokerage and CLSA are acting as the overall coordinators and capital market intermediaries of the Global Offering.

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

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

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

“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 under the Listing Rules);

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

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

“Closing” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“CMI(s)” 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 for Persons Licensed by or Registered with the SFC;

“Companies Ordinance” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

“Companies (Winding Up and Miscellaneous Provisions) Ordinance” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong);

“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);

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

“CSRC” means the China Securities Regulatory Commission;

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

“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 Overall Coordinators 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 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 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 of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing 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;

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

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

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

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

“Group” means the Company and its subsidiaries;

“H Shares” means the overseas listed foreign share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which will be subscribed for and traded in HK dollars and listed on the Stock Exchange;

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

“HKSCC” Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited;

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

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

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

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

“Investor Affiliate” means any direct or indirect Investor Affiliate of the Investor, any affiliates of the Investor and any person directly or indirectly managed or advised by the Investor;

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

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

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

“Investor Shares” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the 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 aggregate of 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 H 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, supplemented or otherwise modified from time to time;

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

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

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

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

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

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

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

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

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

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

“Relevant Shares” means the Investor Shares subscribed for by the Investor or an Investor Affiliate 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 144**” means Rule 144 under the Securities Act;

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

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

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

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) 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);
- (i) 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
- (j) 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 waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) 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 international 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 Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than three business days prior to the Listing Date to subscribe for the Investor Shares through an Investor Affiliate that is a Professional Investor and is (i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:
 - (a) the Investor shall procure such Investor Affiliate on such date to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such Investor Affiliate; and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and Overall Coordinators the due and punctual performance and observance by such Investor Affiliate of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants

under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

- 2.3 The Company and the Overall Coordinators 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.
- 2.4 The Company and the Overall Coordinators (for themselves and on behalf of 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 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 pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) 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 Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
 - (c) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H 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, acknowledgements, undertakings and confirmations of the Investor under this Agreement are accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If (i) any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), 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 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.
- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors, officers, employees, staff, associates, partners, agents, advisors 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 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 international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, subject to clause 4.3, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that, in the opinion of the Company, the Joint Sponsors and the Overall Coordinators, (a) the requirement under Rule 8.08(3) of the Listing Rules (stipulating that no more than 50% of the H Shares in public hands can be beneficially owned by the three largest

public shareholders of the Company); (b) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; and/or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules, cannot be complied with on the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall have the right to, in their sole and absolute discretion, adjust the allocation of the number of Investor Shares to be subscribed for by the Investor to ensure compliance with the Listing Rules (subject to any such waiver granted by the Stock Exchange).

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on 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 one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 If the Overall Coordinators in their 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 Overall Coordinators 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. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors 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 or the Investor Affiliate, 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 two (2) 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 Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
- 4.6 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 Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising

out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the related Brokerage and Levies in full in accordance with clause 6.5.

- 4.7 Neither the Company, the Joint Sponsors and the Overall Coordinators, nor their respective affiliates shall be liable for any failure or delay in performing their respective obligations under this Agreement due to circumstances beyond their control, including but not limited to acts of God, pandemics, outbreaks of diseases or epidemics (including without limitation to avian influenza, severe acute respiratory syndrome (SARS), H1N1 influenza, H5N1, MERS, Ebola virus, monkeypox, and COVID-19), declarations of a state of emergency at the national, international, or regional level, disasters, crises, economic sanctions, explosions, earthquakes, volcanic eruptions, major transportation disruptions, paralysis of government operations, public disorder, political instability, threats or escalation of hostilities, war (whether declared or not), terrorism, fires, riots, insurrections, civil commotions, strikes, lockouts, other industrial actions, widespread power or other utility failures, aircraft collisions, technical failures, accidents or mechanical/electrical breakdowns, computer malfunctions or failures of any monetary transmission systems, embargoes, labour disputes, changes in any existing or future laws, or any existing or future acts of governmental authorities or similar events. In such event, they shall each have the right to terminate this Agreement, and the Company, the Joint Sponsors and the Overall Coordinators reserve the right to terminate this Agreement at their sole discretion. In such event, all obligations and liabilities of the Company, the Joint Sponsors and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.
- 4.8 In the event that the requirement pursuant to Rules 8.08(1) (as amended and replaced by Rule 19A.13A) and 8.08(3) of the Listing Rules in relation to Shares held by the public cannot be satisfied on or after the Listing Date, the Company and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirements pursuant to Rules 8.08(1) (as amended and replaced by Rule 19A.13A) and 8.08(3) of the Listing Rules.

5 RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clauses 5.2 and 5.6, the Investor agrees, covenants with and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any Investor Affiliate, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of the relevant affiliate (including but not limited to the place of incorporation, company registration number and business registration number), its relationship with the Investor and the business of such affiliate, and such evidence to prove the prospective transferee

is an Investor Affiliate as the Company, the Joint Sponsors and the Overall Coordinators may reasonably require;

- (b) prior to such transfer, such Investor Affiliate gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such Investor Affiliate will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such Investor Affiliate were itself subject to such obligations and restrictions;
- (c) such Investor Affiliate shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
- (d) the Investor and such Investor Affiliate of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
- (e) if at any time prior to expiration of the Lock-up Period, such Investor Affiliate ceases or will cease to be an Investor Affiliate, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be an Investor Affiliate, fully and effectively transfer the Relevant Shares it holds to the Investor or another Investor Affiliate, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms reasonably satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such Investor Affiliate were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such Investor Affiliate is (i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

5.3 The Investor agrees and undertakes that, prior to the expiration of the Lock-up Period, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “**substantial shareholder**”) of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined 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 (as contemplated in the Listing Rules and interpreted or (if applicable) waived by the Stock Exchange, including but not limited to Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules) to fall below the required percentage set out in Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators, in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint

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

- 5.5 The Investor and its affiliates, directors, supervisor, officers, employees or agents have not entered into and shall not, directly or indirectly enter into any arrangement or agreement, including but not limited to, any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the single largest shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents.
- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription for the Investor Shares.

6 ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor (for itself and on behalf of the Investor Affiliate) acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) 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 and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display on the websites of the Company and the Stock Exchange in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
 - (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
 - (d) the Offer Price is to be determined solely and exclusively by agreement between the Company and the Overall Coordinators (each for themselves and on behalf of the

international underwriters of the relevant portion of the International Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of H 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;
- (h) the Company, the Joint Sponsors and the Overall Coordinators may, at the sole and absolute discretion, adjust the allocation of the number of Investor Shares to comply with including (1) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, (2) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (3) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, and (4) the minimum allocation to investors in the placing tranche (other than cornerstone investors) under paragraph 3.2 of Practice Note 18 to the Listing Rules;
- (i) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) neither the Company, the Joint Sponsors, the Overall Coordinators nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility for any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any

applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

- (n) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by an Investor Affiliate, the Investor shall procure that this subsidiary remains an Investor Affiliate and continues to adhere to and abide by the terms and conditions hereunder for so long as such Investor Affiliate continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (p) 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, officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (s) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its 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) with respect to the Investor Shares;
- (t) the Investor has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors and the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors and/or the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors and/or the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained the International Offering Circular;
- (v) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any

warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the other underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of or in relation to any dealings in the Investor Shares;
- (y) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the underwriters of the Global Offering and their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, representatives, associates, partners and advisers, and parties involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;
- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the indicative offer price range set forth in the Public Documents and the Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

- (bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date;
- (cc) there are no other agreements in place between the Investor on the one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement entered into by and between the Investor and the Company;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (ee) any trading in H Shares shall be subject to compliance with applicable laws, including restrictions on the trading of shares imposed by the SFO, Listing Rules, the Securities Act, securities laws, and any other applicable laws of any recognized stock exchanges;

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its 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 obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent

which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Joint Sponsors and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

- (h) the execution and delivery of this Agreement by the Investor (for itself and on behalf of the Investor Affiliate), and the performance by it or any Investor Affiliate (as the case may be) of this Agreement and the subscription for the Investor Shares (as the case may be) will not contravene or result in a contravention by the Investor or the Investor Affiliate (as the case may be) (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or the Investor Affiliate (as the case may be) or (ii) the Laws of any jurisdiction to which the Investor or the Investor Affiliate (as the case may be) is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor or the Investor Affiliate (as the case may be) in connection with the Investor's subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or the Investor Affiliate (as the case may be) or (iv) any judgment, order or decree of any Governmental Authority or court having jurisdiction over the Investor or the Investor Affiliate (as the case may be);
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the **"Regulators"**), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the 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 the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the **"Investor-related Information"**) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (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) it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors, the Overall Coordinators and CMI's or the underwriters in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and the Investor's beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after the completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (p) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through HKSCC's FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (q) the Investor will subscribe for the Investor Shares using its own funds and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (r) each of the Investor, its beneficial owner(s) and/or associates is not a "**connected client**" of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the CMI's, 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;

- (s) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (t) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;
- (x) the aggregate holding (direct and 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;
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, 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, unless otherwise permitted by applicable Laws or the Stock Exchange;
- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

- (bb) none of the Investor or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement.
- 6.3 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 1) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes promptly to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may be reasonably requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing and confirming the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.
- 6.4 The Investor understands that the agreements, representations, warranties, undertakings, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer

or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith, save for any loss and damages suffered or incurred that have been finally judicially determined by court or legally constituted arbitration tribunal to have resulted solely and directly from the gross negligence, willful default or fraud on the part of such Indemnified Parties.

- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4, 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company and the single largest shareholder of the Company, any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Section 4.15 of the Listing Guide) with any of the Investor or its affiliates, directors, supervisors, officers, employees or agents; and
 - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

7 TERMINATION

- 7.1 This Agreement may be terminated:
- (a) in accordance with clauses 3.2, 4.6 or 4.7;
 - (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the Investor Affiliate of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2 (including a material breach of the representations, warranties, undertakings and confirmations by the Investor 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 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

8 ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information or make any press announcement concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, 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 Joint Sponsors and/or the Overall Coordinators is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate in all material respects and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors, the Overall Coordinators and 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 ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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. 8 Changchun Road, Economic and Technological Development Zone,
Wuhu, Anhui Province, the PRC

Facsimile: 05535923838

Email: chenglijuan@mychery.com

Attention: Ms. Cheng Lijuan

If to the Investor, to:

Address: Suite 2202, 22nd Floor, Two International Finance Centre, 8 Finance Street,
Central, Hong Kong

Attention: Adam Hornung

Email address: legal@hillhouseinvestment.com

If to CICC, to:

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

Facsimile: +852 2872 2100

Email: ib_spring_2025@cicc.com.cn

Attention: Project Spring (Spring 项目组)

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong

Email: projectspring2024@htsc.com

Attention: ECM

If to GF Capital and GF Securities (Hong Kong) Brokerage Limited to:

Address: 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong

Facsimile: +852 2907 6178

Email: projectspring2024_WG@gfgroup.com.hk

Attention: Vivien Yu, Patricio Lao, Erin Li (GF Capital);

Zhang Xiaoliang (张效良), Chen Sijia (陈思佳) (GF Securities (Hong Kong) Brokerage Limited)

If to CLSA to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Facsimile: +852 2868 0189

Email: projectspring2025@clsa.com; project_spring2025@citics.com;

Attention: Juncheng Yang (Juncheng.yang@clsa.com)

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10 GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement

either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.

- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. 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.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 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 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators 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 Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 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 Recognition of the U.S. Special Resolution Regimes:
- (a) In the event that any Party who is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
 - (b) In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
 - (c) As used herein,

- (i) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- (ii) **“Covered Entity”** means any of the following:
 - (A) a **“covered entity”** as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
 - (B) a **“covered bank”** as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
 - (C) a **“covered FSI”** as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).
- (iii) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- (iv) **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

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, 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 arbitrators and the language in the arbitration proceedings shall be Chinese. 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 PROCESS AGENT

- 13.1 The Investor irrevocably appoints Hillhouse Investment Management Limited at Suite 2202, 22nd Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.
-

14 COUNTERPARTS

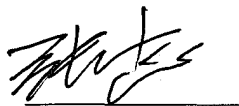
- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by 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:

Chery Automobile Co., Ltd

By:



Name: Zhang Guozhong (张国忠)

Title: Executive Director, Executive Vice President

FOR AND ON BEHALF OF:

HHLR ADVISORS, LTD.

By:

A handwritten signature in black ink, appearing to be 'Cuifang' or 'Tracy', is written over a horizontal line.

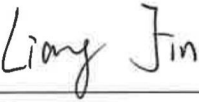
Name: Cuifang (Tracy) Ma

Title: Authorized Signatory

FOR AND ON BEHALF OF:

China International Capital Corporation Hong Kong Securities Limited

By:



Name: Liang Jin

Title: Managing Director

FOR AND ON BEHALF OF:

Huatai Financial Holdings (Hong Kong) Limited

By:

A handwritten signature in black ink, appearing to be 'JW', is written above a horizontal line.

Name: Jason Wong

Title: Executive Director

FOR AND ON BEHALF OF:

GF Capital (Hong Kong) Limited

By:

A handwritten signature in dark ink, appearing to read 'Vivien Yu', is written over a horizontal line.

Name: Vivien Yu

Title: Managing Director

FOR AND ON BEHALF OF:

GF Capital (Hong Kong) Limited

By:

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

Name: Patricio Lau

Title: Director

FOR AND ON BEHALF OF:

GF Securities (Hong Kong) Brokerage Limited

By:

A handwritten signature in black ink, appearing to be 'Yan Ming', is written above a horizontal line.

Name: Yan Ming

Title: Managing Director

FOR AND ON BEHALF OF:

CLSA Limited

By:

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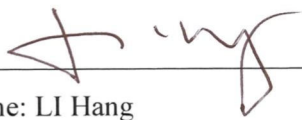
Name: Wong Sze Man

Title: Director

FOR AND ON BEHALF OF:

CLSA Limited

By:


A handwritten signature in dark ink, appearing to read 'LI Hang', is written over a horizontal line.

Name: LI Hang

Title: Managing Director

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 60 million (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H 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 oversubscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - 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 Joint Sponsors, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (iii) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, which provides that at least 40% of the total number of shares initially offered in the Global Offering must be allocated to investors in the placing tranche (other than cornerstone investors). Further, the Overall Coordinators 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 INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	WK-272606
Business registration number:	WK-272606
LEI number:	549300YXBX8YW9XQIP32
Business address and telephone number and contact person:	4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands; (852) 21791988; Adam Hornung
Principal activities:	Investment Holding
Description of the Investor for insertion in the Prospectus:	HHLR Advisors, Ltd. HHLR Advisors, Ltd. ("HHLRA"), part of the Hillhouse Group, is an exempted company incorporated in the Cayman Islands and acts as the investment manager of investment funds (collectively the "HHLRA Funds"), which are limited partnerships formed under the laws of the Cayman Islands. There is no individual limited partner investor who holds an economic interest of 30% or more in the HHLRA Funds. HHLRA collaborates with industry-defining enterprises, aiming to establish alignment with sustainable, forward-thinking companies across industrial, consumer, healthcare and business services sectors. HHLRA manages capital for global institutions, including non-profit foundations, endowments, and pensions. HHLRA is entering the cornerstone investment agreement with the Company in its capacity as an investment manager and on behalf of the HHLRA Funds. HHLR Advisors, Ltd. HHLR Advisors, Ltd. ("HHLRA") 作为 Hillhouse Group 旗下成员，是一家根据开曼群岛法律成立的豁免公司，并担任若干投资基金（统称为“HHLRA 基金”）的投资管理人。上述 HHLRA 基金均为根据开曼群岛法律设立的有限合伙基金，没有任何有限合伙人单独持有 30% 或以上的 HHLRA 基金经济权益。

HHLRA 为包括非营利性基金会、捐赠基金和养老基金等在内的全球机构投资人管理资金，致力于与工业、消费、医疗健康及企业服务等领域具有可持续发展理念、富有前瞻性的行业领军企业达成合作。HHLRA 作为投资管理人代表 HHLRA 基金与公司签署基石投资协议。

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

SEPTEMBER 13, 2025

CHERY AUTOMOBILE CO., LTD.

AND

CICC FINANCIAL TRADING LIMITED

AND

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

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

AND

GF CAPITAL (HONG KONG) LIMITED

AND

GF SECURITIES (HONG KONG) BROKERAGE LIMITED

AND

CLSA LIMITED

CORNERSTONE INVESTMENT AGREEMENT

TABLE OF CONTENTS

<u>Clause</u>		<u>Page</u>
1	DEFINITIONS AND INTERPRETATIONS	4
2	INVESTMENT	9
3	CLOSING CONDITIONS	10
4	CLOSING	11
5	RESTRICTIONS ON THE INVESTOR AND THE CICC FT ULTIMATE CLIENTS	13
6	ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES	14
7	TERMINATION	25
8	ANNOUNCEMENTS AND CONFIDENTIALITY	26
9	NOTICES	27
10	GENERAL	28
11	GOVERNING LAW AND JURISDICTION	31
12	IMMUNITY	32
13	COUNTERPARTS	32
SCHEDULE 1 INVESTOR SHARES		42
SCHEDULE 2 PARTICULARS OF THE INVESTOR AND THE CICC FT ULTIMATE CLIENTS		43

THIS AGREEMENT (this “Agreement”) is made on SEPTEMBER 13, 2025

BETWEEN:

- (1) **Chery Automobile Co., Ltd.**, a joint-stock company incorporated in the PRC, whose registered office is at No. 8, Changchun Road, Economic Technology and Development Area, Wuhu, Anhui, PRC (the “**Company**”);
- (2) **CICC Financial Trading Limited**, a company incorporated under the laws of Hong Kong, whose registered office is at 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (the “**Investor**”);
- (3) **China International Capital Corporation Hong Kong Securities Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 29/F, One International Finance Centre, 1 Harbor View Street, Central, Hong Kong (“**CICCHKS**”);
- (4) **Huatai Financial Holdings (Hong Kong) Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 62/F, the Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”);
- (5) **GF Capital (Hong Kong) Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Capital**” and CICC and Huatai together, the “**Joint Sponsors**” and each a “**Joint Sponsor**”);
- (6) **GF Securities (Hong Kong) Brokerage Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Securities (Hong Kong) Brokerage**”); and
- (7) **CLSA Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**” and CICC, Huatai and GF Securities (Hong Kong) Brokerage together, the “**Overall Coordinators**” and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for listing of its H shares on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for the subscription of 29,739,700 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of 267,657,300 H Shares (subject to reallocation and the Over-allotment Option) outside the United States (including to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) CICC, Huatai and GF Capital are acting as the joint sponsors, and CICC, Huatai, GF Securities (Hong Kong) Brokerage and CLSA are acting as the overall coordinators and capital market intermediaries of the Global Offering.

- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
- (D) 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 domestic private funds (including a total of no more than seven funds) managed by Shanghai Greenwoods Asset Management Co., Ltd. (上海景林資產管理有限公司), collectively, the “**CICC FT Ultimate Clients**” and each a “**CICC FT Ultimate Client**”), 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.
- (E) The Investor has agreed to enter into this Agreement and give certain representations, warranties and undertakings in consideration of the Company, the Joint Sponsors and the Overall Coordinators agreeing to be bound by the terms of this Agreement.
- (F) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and 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 schedules and its recitals, each of the following words and expressions shall have the following meanings unless the context otherwise requires:

“**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 under the Listing Rules);

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

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

“Closing” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“CMI(s)” 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 for Persons Licensed by or Registered with the SFC;

“Companies Ordinance” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

“Companies (Winding Up and Miscellaneous Provisions) Ordinance” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong);

“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);

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

“CSRC” means the China Securities Regulatory Commission;

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

“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 Overall Coordinators 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 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 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 of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing 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;

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

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

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

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

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

“**H Shares**” means the overseas listed foreign share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which will be subscribed for and traded in HK dollars and listed on the Stock Exchange;

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

“**HKSCC**” Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited;

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

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

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

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

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

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

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

“Investor Shares” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the 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 aggregate of 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 H 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, supplemented or otherwise modified from time to time;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) 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);
- (i) 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
- (j) 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 waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) 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 international 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 Overall Coordinators 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 (for themselves and on behalf of 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.
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3 CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, 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 pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) 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 Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
 - (c) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H 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, acknowledgements, undertakings and confirmations of the Investor under this Agreement are accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If (i) any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), 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 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors, officers, employees, staff, associates, partners, agents, advisors 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 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 international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, subject to clause 4.3, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that, in the opinion of the Company, the Joint Sponsors and the Overall Coordinators, (a) the requirement under Rule 8.08(3) of the Listing Rules (stipulating that no more than 50% of the H Shares in public hands can be beneficially owned by the three largest public shareholders of the Company); (b) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; and/or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules, cannot be complied with on the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall have the right to, in their sole and absolute discretion, adjust the allocation of the number of Investor Shares to be subscribed for by the Investor to ensure compliance with the Listing Rules (subject to any such waiver granted by the Stock Exchange).

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on 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 one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 If the Overall Coordinators in their 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 Overall Coordinators 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. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors 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 Overall Coordinators in writing no later than two (2) 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 Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
- 4.6 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 Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the related Brokerage and Levies in full in accordance with clause 6.5.
- 4.7 The Company, the Joint Sponsors and the Overall Coordinators, nor their respective affiliates shall be liable for any failure or delay in performing their respective obligations under this Agreement due to circumstances beyond their control, including but not limited to acts of God, pandemics, outbreaks of diseases or epidemics (including without limitation to avian influenza, severe acute respiratory syndrome (SARS), H1N1 influenza, H5N1, MERS, Ebola virus, monkeypox, and COVID-19), declarations of a state of emergency at the national, international, or regional level, disasters, crises, economic sanctions, explosions, earthquakes, volcanic eruptions, major transportation disruptions, paralysis of government operations, public disorder,

political instability, threats or escalation of hostilities, war (whether declared or not), terrorism, fires, riots, insurrections, civil commotions, strikes, lockouts, other industrial actions, widespread power or other utility failures, aircraft collisions, technical failures, accidents or mechanical/electrical breakdowns, computer malfunctions or failures of any monetary transmission systems, embargoes, labour disputes, changes in any existing or future laws, or any existing or future acts of governmental authorities or similar events. In such event, they shall each have the right to terminate this Agreement, and the Company, the Joint Sponsors and the Overall Coordinators reserve the right to terminate this Agreement at their sole discretion. In such event, all obligations and liabilities of the Company, the Joint Sponsors and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

- 4.8 In the event that the requirement pursuant to Rules 8.08(1) (as amended and replaced by Rule 19A.13A) and 8.08(3) of the Listing Rules in relation to Shares held by the public cannot be satisfied on or after the Listing Date, the Company and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirements pursuant to Rules 8.08(1) (as amended and replaced by Rule 19A.13A) and 8.08(3) of the Listing Rules.

5 RESTRICTIONS ON THE INVESTOR AND THE CICC FT ULTIMATE CLIENTS

- 5.1 The Investor agrees, covenants with and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) except for the OTC Swaps, enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce 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.
- 5.2 The Investor agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators 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 Overall Coordinators and the Joint Sponsors 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 Joint Sponsors and the Overall Coordinators, (i) the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company, and (ii) the aggregate holding (direct and indirect) of all CICC FT Ultimate Clients, their beneficial owners and the CICC FT Ultimate Clients’ investment manager in the total issued share capital of the Company, shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “**substantial shareholder**”) of the Company’s

entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor, its close associates (as defined under the Listing Rules), each CICC FT Ultimate Client, their respective beneficial owners and the CICC FT Ultimate Clients' investment manager in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted or (if applicable) waived by the Stock Exchange, including but not limited to Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules) to fall below the required percentage set out in Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators, in writing if it comes to its attention of any of the abovementioned situations.

- 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 Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators 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, save as previously disclosed to the Joint Sponsors and Overall Coordinators, none of the CICC FT Ultimate Clients, the CICC FT Ultimate Clients' investment manager, or any of the Investor's, CICC FT Ultimate Clients' and CICC FT Ultimate Clients' investment manager's respective controlling shareholder(s), associates and their respective beneficial owners shall, 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 Joint Sponsors) 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 CICC FT Ultimate Clients to the Investor in connection with the representations, warranties, lock-up undertakings, restrictions and the other obligations and undertakings of the Investor contemplated under this Agreement, the Investor and its affiliates, directors, supervisor, officers, employees or agents, the CICC FT Ultimate Clients and the CICC FT Ultimate Clients' investment manager's affiliates, directors, supervisor, officers, employees or agents have not entered into and shall not, directly or indirectly enter into any arrangement or agreement, including but not limited to, any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the single largest shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents.

6 ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or

undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) 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 and 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 on the websites of the Company and the Stock Exchange in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information 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;
- (d) the Offer Price is to be determined solely and exclusively by agreement between the Company and the Overall Coordinators (each for themselves and on behalf of the international underwriters of the relevant portion of the International Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of H 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;
- (h) the Company, the Joint Sponsors and the Overall Coordinators may, at the sole and absolute discretion, adjust the allocation of the number of Investor Shares to comply with including (1) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, (2) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (3) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, and (4) the minimum allocation to investors in the placing tranche (other than cornerstone investors) under paragraph 3.2 of Practice Note 18 to the Listing Rules. the Investor 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 Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) neither the Company, the Joint Sponsors, the Overall Coordinators nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility for any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause **Error! Reference source not found.**, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (p) 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, officers, employees, advisers and representatives and to the CICC FT Ultimate Clients (collectively, the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares and/or the 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 its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor, the CICC FT Ultimate Clients and/or their representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor, 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 H 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 and/or their respective representatives, 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 to the OTC Swaps and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (s) the Investor has not acquired the Investor Shares as a result of, and neither the Investor or the CICC FT Ultimate Clients' investment manager, nor 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) with respect to the Investor Shares;

- (t) the Investor has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors and the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor and/or the CICC FT Ultimate Clients by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors and/or the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors and/or the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor, the CICC FT Ultimate Clients or their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained the International Offering Circular;
- (v) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, 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, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;
- (w) 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;

- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the other underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of or in relation to any dealings in the Investor Shares;
- (y) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the underwriters of the Global Offering and their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, representatives, associates, partners and advisers, and parties involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;
- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor or the CICC FT Ultimate Clients will arise;
- (aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the indicative offer price range set forth in the Public Documents and the Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date;
- (cc) there are no other agreements in place between the Investor or the CICC FT Ultimate Clients on the one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement entered into by and between the Investor and the Company;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (ee) any trading in H Shares shall be subject to compliance with applicable laws, including restrictions on the trading of shares imposed by the SFO, Listing Rules, the Securities

Act, securities laws, and any other applicable laws of any recognized stock exchanges;
and

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its 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, if applicable) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Joint Sponsors and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares (as the case may be) 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 or the CICC FT Ultimate Clients 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 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 or court 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 the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor, the CICC FT Ultimate Clients and their respective ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the 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 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 and the CICC FT Ultimate Clients/their investment manager, and between such CICC FT Ultimate Clients/their investment manager or their respective beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors, the Overall Coordinators and CMI's or the underwriters in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor or the CICC FT Ultimate Clients is not entitled to nominate any person to be a director or officer of the Company;

- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) each of the Investor, the CICC FT Ultimate Clients and their respective beneficial owner(s) (i) are third parties independent of the Company; (ii) to its best knowledge, are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares and the CICC FT Ultimate Clients’ investment in the OTC Swaps 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 or the OTC Swaps and will, immediately after the completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement and the OTC Swaps; (iv) are not, directly or indirectly, financed, funded or backed (excluding the subscription for a fund which is the CICC FT Ultimate Client at commercially reasonable prices and conditions) by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) to its best knowledge, have no connected relationship with the Company or any of its existing shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (p) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through HKSCC’s FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (q) the investment in the OTC Swaps 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;
- (r) each of the Investor, the CICC FT Ultimate Clients, their respective beneficial owner(s) and/or the Investor and the CICC FT Ultimate Clients’ investment manager’s respective associates is not a “**connected client**” of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the CMIs, 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;
- (s) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term

“discretionary managed portfolio” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (t) neither the Investor, the CICC FT Ultimate Clients or its beneficial owner(s) nor the Investor and the CICC FT Ultimate Clients’ investment manager’s respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing (including the description set out in Schedule 2), neither the Investor, the CICC FT Ultimate Clients, nor their respective beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;
- (x) none of the Investor, the CICC FT Ultimate Clients, their respective beneficial owner(s) and/or the Investor and the CICC FT Ultimate Clients’ investment manager’s respective associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering; save as previously disclosed to the Joint Sponsors and Overall Coordinators, the Investor, the CICC FT Ultimate Clients, the CICC FT Ultimate Clients’ investment manager and each of the Investor and the CICC FT Ultimate Clients’ investment manager’s respective associates, if any, is independent of, and not connected with, to its best knowledge, the other investors who have participated or will participate in the Global Offering and any of their associates. In this Agreement, “the subscription for a Client which is a fund at commercially reasonable prices and conditions” shall not be regarded as “financing, funding support or backing” provided to the CICC FT Ultimate Clients, and such subscribers shall not be deemed to have a connected relationship with the CICC FT Ultimate Clients;
- (y) except as provided for in this Agreement and the OTC Swaps, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (z) save as the OTC Swaps or previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (aa) save as previously disclosed to the Joint Sponsors and Overall Coordinators, none of the Investor or any of its associates, the CICC FT Ultimate Clients, the CICC FT Ultimate Clients’ investment manager and its associates has applied for or placed or will apply for

or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement, unless otherwise permitted by applicable Laws or relevant regulatory authorities and exchanges.

- 6.3 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name, 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 1) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes promptly to provide as soon as possible such further information and/or supporting documentation relating to it, the CICC FT Ultimate Clients, their respective ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may be reasonably requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it, the CICC FT Ultimate Clients and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it, the CICC FT Ultimate Clients and the group of companies of which it is a member is true, accurate and complete in all material respects and is not misleading.
- 6.4 The Investor understands that the agreements, representations, warranties, undertakings, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor, the CICC FT Ultimate

Clients or its officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4, 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company and the single largest shareholder of the Company, any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Section 4.15 of the Listing Guide) with any of the Investor, the CICC FT Ultimate Clients or their respective affiliates, directors, supervisors, officers, employees or agents; and
 - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

7 TERMINATION

- 7.1 This Agreement may be terminated:
- (a) in accordance with clauses 3.2, 4.6 or 4.7;
 - (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause **Error! Reference source not found.** (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 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5 and the indemnities given by the Investor 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, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, 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 Joint Sponsors and/or the Overall Coordinators is subject, and the background of the Investor and the CICC FT Ultimate Clients and its relationship between the Company and the Investor and the CICC FT Ultimate Clients may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor or the the CICC FT Ultimate Clients, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators 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 CICC FT Ultimate Clients 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 Joint Sponsors and the Overall Coordinators to ensure that all references to it and the CICC FT Ultimate Clients in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors, the Overall Coordinators and 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 and the CICC FT Ultimate Clients, their ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) 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 Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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. 8 Changchun Road, Economic and Technological Development Zone,
Wuhu, Anhui Province, the PRC

Facsimile: 05535923838

Email: chenglijuan@mychery.com

Attention: Ms. Cheng Lijuan

If to the Investor, to:

Address: 29/F, One International Finance Centre, 1 HarbourView Street. Central,
Hong Kong

Facsimile: N/A

Email: EQO_D1_Trading@cicc.com.cn

Attention: Mr. Wang Junqi

If to CICC, to:

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

Facsimile: +852 2872 2100

Email: ib_spring_2025@cicc.com.cn

Attention: Project Spring (Spring 项目组)

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong

Email: projectspring2024@htsc.com

Attention: ECM

If to GF Capital and GF Securities (Hong Kong) Brokerage Limited to:

Address: 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong

Facsimile: +852 2907 6178

Email: projectspring2024_WG@gfgroup.com.hk

Attention: Vivien Yu, Patricio Lao, Erin Li (GF Capital);

Zhang Xiaoliang (张效良), Chen Sijia (陈思佳) (GF Securities (Hong Kong) Brokerage Limited)

If to CLSA to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Facsimile: +852 2868 0189

Email: projectspring2025@clsa.com; project_spring2025@citics.com;

Attention: Juncheng Yang (Juncheng.yang@clsa.com)

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10 GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors

or Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.

- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. 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.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement among the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 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 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators 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 Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 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 Recognition of the U.S. Special Resolution Regimes:
- (a) In the event that any Party who is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
 - (b) In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights

under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) As used herein,

(i) “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);

(ii) “**Covered Entity**” means any of the following:

(A) a “**covered entity**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(B) a “**covered bank**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(C) a “**covered FSI**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

(iii) “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and

(iv) “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

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, 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. There shall be three arbitrators and the language in the arbitration proceedings shall be Chinese. 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

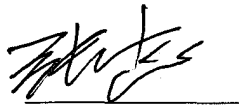
- 13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by 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:

Chery Automobile Co., Ltd

By:



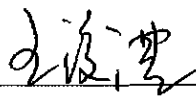
Name: Zhang Guozhong (张国忠)

Title: Executive Director, Executive Vice President

FOR AND ON BEHALF OF:

CICC Financial Trading Limited

By:

A handwritten signature in black ink, appearing to be '王景琪' (Wang Jingqi), written over a horizontal line.

Name: Junqi Wang

Title: Director

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

Shervin, LAU Tsz Wing

FOR AND ON BEHALF OF:

China International Capital Corporation Hong Kong Securities Limited

By:



Name: Liang Jin

Title: Managing Director

FOR AND ON BEHALF OF:

Huatai Financial Holdings (Hong Kong) Limited

By:

A handwritten signature in black ink, appearing to be 'JW', is written above a horizontal line.

Name: Jason Wong

Title: Executive Director

FOR AND ON BEHALF OF:

GF Capital (Hong Kong) Limited

By:

A handwritten signature in dark ink, appearing to read 'Vivien Yu', is written over a horizontal line.

Name: Vivien Yu

Title: Managing Director

FOR AND ON BEHALF OF:

GF Capital (Hong Kong) Limited

By:

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

Name: Patricio Lau

Title: Director

FOR AND ON BEHALF OF:

GF Securities (Hong Kong) Brokerage Limited

By:

A handwritten signature in black ink, appearing to be 'Yan Ming', is written above a horizontal line.

Name: Yan Ming

Title: Managing Director

FOR AND ON BEHALF OF:

CLSA Limited

By:

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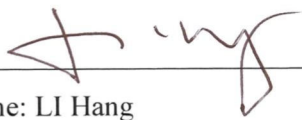
Name: Wong Sze Man

Title: Director

FOR AND ON BEHALF OF:

CLSA Limited

By:


A handwritten signature in dark ink, appearing to read 'LI Hang', is written over a horizontal line.

Name: LI Hang

Title: Managing Director

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 55,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H 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 oversubscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - 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 Joint Sponsors, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (iii) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, which provides that at least 40% of the total number of shares initially offered in the Global Offering must be allocated to investors in the placing tranche (other than cornerstone investors). Further, the Overall Coordinators 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 CICC FT ULTIMATE CLIENTS

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(s):	China International Capital Corporation Limited (3908.HK)
Place of incorporation of ultimate controlling shareholder(s):	The PRC
Business registration number and LEI number of ultimate controlling shareholder(s):	N/A
Principal activities of ultimate controlling shareholder(s):	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 placees):	Cornerstone investor and Connected Client
Description of the Investor and the CICC FT Ultimate Client for insertion in the Prospectus:	CICC FT and CICCL will enter into a series of cross border delta-one OTC swap transactions (collectively, the " Greenwoods OTC Swaps ") with each other and the ultimate clients (the " CICC FT Ultimate Clients (Greenwoods) "), pursuant to which CICC FT will hold the Offer Shares on a non-discretionary basis to hedge the Greenwoods OTC Swaps while the economic risks and returns of the underlying Offer Shares are passed to the CICC FT Ultimate Clients (Greenwoods), subject to customary fees and commissions. The Greenwoods OTC Swaps will be fully funded by the CICC FT Ultimate Clients (Greenwoods). During the terms of the Greenwoods OTC Swaps, all economic returns of the Offer Shares subscribed by CICC FT will be passed to the CICC FT

Ultimate Clients (Greenwoods) and all economic loss shall be borne by the CICC FT Ultimate Clients (Greenwoods) through the Greenwoods 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 Greenwoods OTC Swaps are linked to the Offer Shares and the CICC FT Ultimate Clients (Greenwoods) 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 Greenwoods OTC Swaps at their own discretions, upon which CICC FT may dispose of the Offer Shares and settle the Greenwoods OTC Swaps in cash in accordance with the terms and conditions of the Greenwoods 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 Greenwoods 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 (Greenwoods) is an independent third party of CICC FT, CICCHKS and the companies which are members of the same group of CICCHKS, and no single ultimate beneficial owner holds 30% or more interests in each of the CICC FT Ultimate Clients (Greenwoods).

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 CICC FT Ultimate Clients (Greenwoods) are certain domestic private funds (including a total of no more than seven funds) managed by Shanghai Greenwoods Asset Management Co., Ltd (上海景林資產管理有限公司) (“**Shanghai Greenwoods**”). Shanghai Greenwoods is a private fund management company with the registration under AMAC. Shanghai Greenwoods is one of the largest and earliest PRC domestic asset managers mainly specializing in investing into companies in the Greater China region. Shanghai Greenwoods focuses on fundamental research, value investments, and local due diligence. Investors of funds managed by Shanghai Greenwoods include

institutional investors and high-net-worth individuals professional investors. Mr. Jiang Jinzhi is the Chairman, a major shareholder and an ultimate beneficial owner of Shanghai Greenwoods. No other shareholder holds 30% or more interest in Shanghai Greenwoods. As confirmed by Shanghai Greenwoods, the subscription of the Offer Shares as cornerstone investor will be made by Shanghai Greenwoods in its capacity as the fund manager of domestic private funds through TRS mechanism.

CICC FT 及 CICCL 将与对方及最终客户（「**CICC FT 最终客户（景林）**」）订立一系列跨境 delta-one 场外掉期交易（统称为「**景林场外掉期交易**」），据此，CICC FT 将以非酌情基准持有发售股份以对冲景林场外掉期交易，同时将相关发售股份的经济风险及回报转嫁予 CICC FT 最终客户（景林）（须支付惯常费用及佣金）。景林场外掉期交易将由 CICC FT 最终客户（景林）全额出资。于景林场外掉期交易期限内，CICC FT 认购的发售股份的所有经济回报将透过景林场外掉期交易转嫁予 CICC FT 最终客户（景林），而所有经济损失将由 CICC FT 最终客户（景林）承担，且 CICC FT 将不参与任何与发售股份相关的经济回报，亦不承担任何有关经济损失。景林场外掉期交易与发售股份挂钩，且 CICC FT 最终客户（景林）可于自 CICC FT 与本公司订立的基石协议日期起计至上市日期后六个月止的禁售期届满后，自行决定要求提前终止景林场外掉期交易，届时 CICC FT 可处置发售股份并根据景林场外掉期交易的条款及条件以现金结算景林场外掉期交易。尽管 CICC FT 将自行持有发售股份的法律所有权，其不会根据内部政策于景林场外掉期交易期内行使相关发售股份所附的投票权。据 CICC FT 经作出一切合理查询后所知悉，各 CICC FT 最终客户（景林）为 CICC FT、中金香港证券及中金香港证券同一集团成员公司的独立第三方，且并无单一最终实益拥有人持有各 CICC FT 最终客户（景林）30%或以上的权益。

CICC FT 为中国国际金融股份有限公司的全资附属公司，其股份于上海证券交易所（股份代号：601995）及联交所（股份代号：3908）上市。CICC FT 为中金香港证券的关连客户（定义见上市规则附录六），以非全权委托方式代独立第三方持有证券。

CICC FT 最终客户（景林）为由上海景林资产管理有限公司（「**上海景林**」）管理的若干境内私募基金（包括总数不超过七只基金）。上海景林为一家于中国证券投资基金业协会登记的私募基金管理人。作为中国境内规模最大、成立最早的资产管理机构之一，上海景林主要专注于大中华地区企业的投资业务。上海景林专注于基本面研究、价值投资及本地尽职调查。上海景林管理的基金的投资者包括机构投资者及高净值个人专业投资者。蒋锦志先生为上海景林的董事长、主要股东及最终实益拥有人。并无其他股东持有上海景林 30%或以上权益。据上海景林确认，作为基石投资者认购发售股份将由上海景林以境内私募基金的基金管理人身份透过 TRS 机制进行。

SEPTEMBER 13, 2025

CHERY AUTOMOBILE CO., LTD.

AND

GREENWOODS ASSET MANAGEMENT HONG KONG LIMITED

AND

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

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

AND

GF CAPITAL (HONG KONG) LIMITED

AND

GF SECURITIES (HONG KONG) BROKERAGE LIMITED

AND

CLSA LIMITED

CORNERSTONE INVESTMENT AGREEMENT

TABLE OF CONTENTS

<u>Clause</u>		<u>Page</u>
1	DEFINITIONS AND INTERPRETATIONS	4
2	INVESTMENT	9
3	CLOSING CONDITIONS	10
4	CLOSING	11
5	RESTRICTIONS ON THE INVESTOR	13
6	ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES	15
7	TERMINATION	26
8	ANNOUNCEMENTS AND CONFIDENTIALITY	26
9	NOTICES	27
10	GENERAL	29
11	GOVERNING LAW AND JURISDICTION	31
12	IMMUNITY	32
13	COUNTERPARTS	32
	SCHEDULE 1 INVESTOR SHARES	42
	SCHEDULE 2 PARTICULARS OF INVESTOR	43

THIS AGREEMENT (this “Agreement”) is made on SEPTEMBER 13, 2025

BETWEEN:

- (1) **Chery Automobile Co., Ltd.**, a joint-stock company incorporated in the PRC, whose registered office is at No. 8, Changchun Road, Economic Technology and Development Area, Wuhu, Anhui, PRC (the “**Company**”);
- (2) **Greenwoods Asset Management Hong Kong Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose registered office is at Suite 3601-05, 36/F, Jardine House, 1 Connaught Place, Central, Hong Kong (the “**Investor**”), whose details are set forth in Schedule 2 to this Agreement;
- (3) **China International Capital Corporation Hong Kong Securities Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 29/F, One International Finance Centre, 1 Harbor View Street, Central, Hong Kong (“**CICC**”);
- (4) **Huatai Financial Holdings (Hong Kong) Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 62/F, the Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”);
- (5) **GF Capital (Hong Kong) Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Capital**” and CICC and Huatai together, the “**Joint Sponsors**” and each a “**Joint Sponsor**”);
- (6) **GF Securities (Hong Kong) Brokerage Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Securities (Hong Kong) Brokerage**”); and
- (7) **CLSA Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**” and CICC, Huatai and GF Securities (Hong Kong) Brokerage together, the “**Overall Coordinators**” and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for listing of its H shares on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for the subscription of 29,739,700 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of 267,657,300 H Shares (subject to reallocation and the Over-allotment Option) outside the United States (including to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) CICC, Huatai and GF Capital are acting as the joint sponsors, and CICC, Huatai, GF Securities (Hong Kong) Brokerage and CLSA are acting as the overall coordinators and capital market intermediaries of the Global Offering.

- (C) The Investor, acting in its capacity as the investment manager of Greenwoods Value Income Fund, wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement,.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

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

“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 under the Listing Rules);

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

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

“Closing” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“CMI(s)” 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 for Persons Licensed by or Registered with the SFC;

“Companies Ordinance” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

“Companies (Winding Up and Miscellaneous Provisions) Ordinance” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong);

“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);

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

“CSRC” means the China Securities Regulatory Commission;

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

“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 Overall Coordinators 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 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 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 of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing 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;

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

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

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

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

“Group” means the Company and its subsidiaries;

“H Shares” means the overseas listed foreign share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which will be subscribed for and traded in HK dollars and listed on the Stock Exchange;

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

“HKSCC” Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited;

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

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

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

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

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

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

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

“Investor Shares” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the 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 aggregate of 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 H 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, supplemented or otherwise modified from time to time;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) 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);

- (i) 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
 - (j) 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.
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2 INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) 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 international 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 Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and
- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Sponsors or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Sponsors or the Overall Coordinators first

to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

- 2.3 The Company and the Overall Coordinators 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.
- 2.4 The Company and the Overall Coordinators (for themselves and on behalf of 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 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 pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) 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 Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
 - (c) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H 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, acknowledgements, undertakings and confirmations of the Investor under this Agreement are accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If (i) any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived

and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), 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 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors, officers, employees, staff, associates, partners, agents, advisors 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 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 international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, subject to clause 4.3, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that, in the opinion of the Company, the Joint Sponsors and the Overall Coordinators, (a) the requirement under Rule 8.08(3) of the Listing Rules (stipulating that no more than 50% of the H Shares in public hands can be beneficially owned by the three largest public shareholders of the Company); (b) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; and/or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules, cannot be complied with on the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall have the right to, in their sole and absolute discretion, adjust the allocation of the number of Investor Shares to be subscribed

for by the Investor to ensure compliance with the Listing Rules (subject to any such waiver granted by the Stock Exchange).

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on 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 one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 If the Overall Coordinators in their 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 Overall Coordinators 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. 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 Overall Coordinators in writing no later than two (2) 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 Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
- 4.6 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 Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the related Brokerage and Levies in full in accordance with clause 6.5.
- 4.7 Neither the Company, the Joint Sponsors and the Overall Coordinators, nor their respective affiliates shall be liable for any failure or delay in performing their respective obligations under this Agreement due to circumstances beyond their control, including but not limited to acts of God, pandemics, outbreaks of diseases or epidemics (including without limitation to avian influenza, severe acute respiratory syndrome (SARS), H1N1 influenza, H5N1, MERS, Ebola virus, monkeypox, and COVID-19), declarations of a state of emergency at the national,

international, or regional level, disasters, crises, economic sanctions, explosions, earthquakes, volcanic eruptions, major transportation disruptions, paralysis of government operations, public disorder, political instability, threats or escalation of hostilities, war (whether declared or not), terrorism, fires, riots, insurrections, civil commotions, strikes, lockouts, other industrial actions, widespread power or other utility failures, aircraft collisions, technical failures, accidents or mechanical/electrical breakdowns, computer malfunctions or failures of any monetary transmission systems, embargoes, labour disputes, changes in any existing or future laws, or any existing or future acts of governmental authorities or similar events. In such event, they shall each have the right to terminate this Agreement, and the Company, the Joint Sponsors and the Overall Coordinators reserve the right to terminate this Agreement at their sole discretion. In such event, all obligations and liabilities of the Company, the Joint Sponsors and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

- 4.8 In the event that the requirement pursuant to Rules 8.08(1) (as amended and replaced by Rule 19A.13A) and 8.08(3) of the Listing Rules in relation to Shares held by the public cannot be satisfied on or after the Listing Date, the Company and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirements pursuant to Rules 8.08(1) (as amended and replaced by Rule 19A.13A) and 8.08(3) of the Listing Rules.

5 RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clauses 5.2 and 5.6, the Investor agrees, covenants with and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of the relevant subsidiary (including but not limited to the place of incorporation, company registration number and business registration number), its relationship with the Investor and the business of such subsidiary, and such evidence to prove the prospective transferee is the wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may reasonably require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

- (c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (i) not a U.S. Person, (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “**substantial shareholder**”) of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined 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 (as contemplated in the Listing Rules and interpreted or (if applicable) waived by the Stock Exchange, including but not limited to Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules) to fall below the required percentage set out in Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators, in writing if it comes to its attention of any of the abovementioned situations.

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

Investor Shares) or make an application for H Shares in the Hong Kong Public Offering unless otherwise permitted by applicable Laws or by relevant regulatory authorities and exchanges (including the Stock Exchange).

- 5.5 The Investor and its affiliates, directors, supervisor, officers, employees or agents have not entered into and shall not, directly or indirectly enter into any arrangement or agreement, including but not limited to, any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the single largest shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents.
- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription for the Investor Shares.

6 ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) 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 and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display on the websites of the Company and the Stock Exchange in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
 - (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
 - (d) the Offer Price is to be determined solely and exclusively by agreement between the Company and the Overall Coordinators (each for themselves and on behalf of the international underwriters of the relevant portion of the International Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of H 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;
- (h) the Company, the Joint Sponsors and the Overall Coordinators may, at the sole and absolute discretion, adjust the allocation of the number of Investor Shares to comply with including (1) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, (2) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (3) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, and (4) the minimum allocation to investors in the placing tranche (other than cornerstone investors) under paragraph 3.2 of Practice Note 18 to the Listing Rules. the Investor 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 Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) neither the Company, the Joint Sponsors, the Overall Coordinators nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility for any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions,

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

- (n) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (p) 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, officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (s) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its 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) with respect to the Investor Shares;
- (t) the Investor has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors and the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors and/or the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors and/or the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained the International Offering Circular;
- (v) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any

warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the other underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of or in relation to any dealings in the Investor Shares;
- (y) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the underwriters of the Global Offering and their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, representatives, associates, partners and advisers, and parties involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;
- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (aa) subject to this Agreement, the Listing Rules and any applicable Laws, the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the indicative offer price range set forth in the Public Documents and the Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

- (bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date;
- (cc) there are no other agreements in place between the Investor on the one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement entered into by and between the Investor and the Company;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (ee) any trading in H Shares shall be subject to compliance with applicable laws, including restrictions on the trading of shares imposed by the SFO, Listing Rules, the Securities Act, securities laws, and any other applicable laws of any recognized stock exchanges; and
- (ff) in the event that the Investor makes the investment hereunder through qualified domestic institutional investor ("QDII"), the Investor unconditionally and irrevocably undertakes and guarantees to the Company, the Joint Sponsors and the Overall Coordinators that:
 - (i) it will procure that the QDII will be bound by, give, make and perform all of the obligations, undertakings representations, warranties, indemnities and liabilities of the Investor arising out of, under or in connection with this Agreement (including the representation and warranty that the QDII is (a) not and will not be a U.S. Person; (b) located outside the United States and (c) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act (the "**Investor Obligations**")); and
 - (ii) it will procure and unconditionally and irrevocably guarantee to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by the QDII of all of the Investor Obligations.

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its 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 obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Joint Sponsors and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares (as the case may be) will not contravene or result in a contravention by the Investor (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority or court having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the 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 the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on

one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators as such Regulators may request and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors, the Overall Coordinators and CMI's or the underwriters in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis or as an investment manager or investment advisor on behalf of funds managed by it without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and the Investor's beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after the completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) to its best knowledge and information upon reasonable enquiries, are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its

shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (p) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through HKSCC's FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (q) the Investor will subscribe for the Investor Shares using its own funds or the fund assets that it is authorized to manage or dispose of as an investment manager or investment advisor and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (r) each of the Investor, its beneficial owner(s) and/or associates is not a "**connected client**" of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the CMI, 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;
- (s) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (t) none of the Investor, its beneficial owner(s), and their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;
- (x) the aggregate holding (direct and 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;

- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering; save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators that Shanghai Greenwoods Asset Management Co., Ltd and the Investor and/or its beneficial owner(s) may further participate in the Global Offering, the Investor and each of its associates, if any, is independent of, and not connected with, to its best knowledge, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (bb) none of the Investor or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering except as pursuant to this Agreement or as otherwise notified to the Company, the Joint Sponsors, the Sponsor-OCs and the Overall Coordinators in clause 6.2(y) and permitted under the applicable Laws or regulations or by the Stock Exchange or relevant regulatory authorities.

6.3 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 1) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes promptly to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may be reasonably requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

6.4 The Investor understands that the agreements, representations, warranties, undertakings, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with

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

- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4, 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company and the single largest shareholder of the Company, any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Section 4.15 of the Listing Guide) with any of the Investor or its affiliates, directors, supervisors, officers, employees or agents; and
 - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7 TERMINATION

- 7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 or 4.7;
- (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2 (including a material breach of the representations, warranties, undertakings and confirmations by the Investor 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 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5 and the indemnities given by the Investor 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, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, 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 Joint Sponsors and/or the Overall Coordinators is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
 - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, 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, 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, officers and relevant employees, representatives and agents of the Party; and

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors, the Overall Coordinators and 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 ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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. 8 Changchun Road, Economic and Technological Development Zone,
Wuhu, Anhui Province, the PRC

Facsimile: 05535923838

Email: chenglijuan@mychery.com

Attention: Ms. Cheng Lijuan

If to the Investor, to:

Address: Suite 3601-05 & 3620, 36/F, Jardine House, 1 Connaught Place, Central, Hong Kong

Facsimile: +852 2907 6208

Email: hkcompliance@greenwoodsasset.com & steve.lo@greenwoodsasset.com

Attention: Compliance Team

If to CICC, to:

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

Facsimile: +852 2872 2100

Email: ib_spring_2025@cicc.com.cn

Attention: Project Spring (Spring 项目组)

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong

Email: projectspring2024@htsc.com

Attention: ECM

If to GF Capital and GF Securities (Hong Kong) Brokerage Limited to:

Address: 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong

Facsimile: +852 2907 6178

Email: projectspring2024_WG@gfgroup.com.hk

Attention: Vivien Yu, Patricio Lao, Erin Li (GF Capital);

Zhang Xiaoliang (张效良), Chen Sijia (陈思佳) (GF Securities (Hong Kong) Brokerage Limited)

If to CLSA to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Facsimile: +852 2868 0189

Email: projectspring2025@clsa.com; project_spring2025@citics.com;

Attention: Juncheng Yang (Juncheng.yang@clsa.com)

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10 GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. 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.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

- 10.11 To the extent otherwise set out in this clause 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 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators 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 Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

- 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 Recognition of the U.S. Special Resolution Regimes:
- (a) In the event that any Party who is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
 - (b) In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
 - (c) As used herein,
 - (i) “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
 - (ii) “**Covered Entity**” means any of the following:
 - (A) a “**covered entity**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
 - (B) a “**covered bank**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
 - (C) a “**covered FSI**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).
 - (iii) “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
 - (iv) “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

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, 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.

There shall be three arbitrators and the language in the arbitration proceedings shall be Chinese. 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

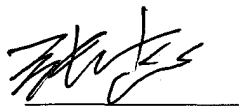
- 13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by 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:

Chery Automobile Co., Ltd

By:



Name: Zhang Guozhong (张国忠)

Title: Executive Director, Executive Vice President

FOR AND ON BEHALF OF:

Greenwoods Asset Management Hong Kong Limited

By:

The image shows two handwritten signatures in blue ink. The first signature, on the left, is for Jinzhi JIANG and is written in a stylized, cursive manner. The second signature, on the right, is for Whey Shin Edwin YEO and is also written in a stylized, cursive manner. Both signatures are positioned above a horizontal line.

Name: Jinzhi JIANG and Whey Shin Edwin YEO

Title: Director/ Director

FOR AND ON BEHALF OF:

China International Capital Corporation Hong Kong Securities Limited

By:



Name: Liang Jin

Title: Managing Director

FOR AND ON BEHALF OF:

Huatai Financial Holdings (Hong Kong) Limited

By:

A handwritten signature in black ink, appearing to be 'JW', is written above a horizontal line.

Name: Jason Wong

Title: Executive Director

FOR AND ON BEHALF OF:

GF Capital (Hong Kong) Limited

By:

A handwritten signature in dark ink, appearing to read 'Vivien Yu', is written over a horizontal line.

Name: Vivien Yu

Title: Managing Director

FOR AND ON BEHALF OF:

GF Capital (Hong Kong) Limited

By:

A handwritten signature in blue ink, appearing to read 'Patricio Lau', is written above a horizontal line.

Name: Patricio Lau

Title: Director

FOR AND ON BEHALF OF:

GF Securities (Hong Kong) Brokerage Limited

By:

A handwritten signature in black ink, appearing to be 'Yan Ming', is written above a horizontal line.

Name: Yan Ming

Title: Managing Director

FOR AND ON BEHALF OF:

CLSA Limited

By:

A handwritten signature in black ink, consisting of a large, stylized loop followed by a wavy line, positioned above a horizontal line.

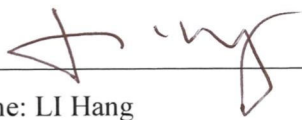
Name: Wong Sze Man

Title: Director

FOR AND ON BEHALF OF:

CLSA Limited

By:


A handwritten signature in dark ink, appearing to be 'LI Hang', is written over a horizontal line.

Name: LI Hang

Title: Managing Director

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 5,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H 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 oversubscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - 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 Joint Sponsors, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (iii) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, which provides that at least 40% of the total number of shares initially offered in the Global Offering must be allocated to investors in the placing tranche (other than cornerstone investors). Further, the Overall Coordinators 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 INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	955231
Business registration number:	35414282-000-03-20-5
LEI number:	549300B8VMLN0J0U2Y43
Business address and telephone number and contact person:	Suite 3601-05, 36/F, Jardine House, 1 Connaught Place, Central, Hong Kong +65 6202 9796 Yeo Whey Shin, Edwin
Principal activities:	Asset Management
Ultimate controlling shareholder:	Jinzhi Jiang
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	N/A
Shareholder and interests held:	84.5%
Description of the Investor for insertion in the Prospectus:	Greenwoods Asset Management Hong Kong Limited (“ HK Greenwoods ”) is a private fund management company incorporated in Hong Kong with limited liability. Established in 2005, HK Greenwoods is one of the largest and earliest China-focused asset managers mainly specializing in investing into companies in the Greater China region. HK Greenwoods focuses on fundamental research, value investments, and local due diligence. Investors of funds and accounts managed by HK Greenwoods includes institutional investors and high-net-worth individuals professional investors. Mr. Jiang Jinzhi, through a holding company, is the ultimate beneficial owner of HK Greenwoods. Mr. Jiang Jinzhi is an Independent Third Party and the chairman of HK Greenwoods. As confirmed by HK Greenwoods, the subscription of the Offer Shares as a cornerstone investor will be made by HK Greenwoods in its capacity as the investment manager of Greenwoods Value Income Fund and no single ultimate beneficial owner holds 30% or more interests in

Greenwoods Value Income Fund. HK Greenwoods and Shanghai Greenwoods are affiliate of each other.

景林资产管理香港有限公司（「**香港景林**」）为于香港注册成立的私募基金管理有限公司。香港景林成立于 2005 年，为主要专注于投资大中华区公司的最大及最早的聚焦中国的资产管理公司之一。香港景林专注于基本面研究、价值投资及本地尽职调查。香港景林管理的基金及账户的投资者包括机构投资者及高净值个人专业投资者。蒋锦志先生通过一家控股公司，为香港景林的最终实益拥有人。蒋锦志先生为独立第三方及香港景林的董事长。据香港景林确认，作为基石投资者认购发售股份将由香港景林以 Greenwoods Value Income Fund 的投资管理人身份进行，且并无单一最终实益拥有人持有 Greenwoods Value Income Fund 的 30% 或以上权益。香港景林与上海景林互为联属公司。

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

基石投资协议

2025 年 9 月 13 日

奇瑞汽车股份有限公司

及

黄山建投(香港)国际投资有限公司

及

黄山建投私募基金管理有限公司

及

中国国际金融香港证券有限公司

及

华泰金融控股（香港）有限公司

及

广发融资（香港）有限公司

及

广发证券（香港）经纪有限公司

及

中信里昂证券有限公司

目录

条款	页码
1. 定义和解释	4
2. 投资	8
3. 完成条件	9
4. 完成	10
5. 对投资者的限制	12
6. 承认、声明、承诺及保证	14
7 终止	23
8 担保	24
9 公告及机密性	25
10 通知	26
11 一般事项	27
12 管辖法律及司法权区	30
13 豁免权	30
14 法律文书代收人	31
15 副本	31
附录 1 投资者股份	42
附录 2 投资者详情	43

本协议（下文简称「本协议」）乃于 2025 年 9 月 13 日订立，

订约方：

1. **奇瑞汽车股份有限公司**，一家于中国注册成立的股份有限公司，注册办事处位于中国安徽省芜湖市经济技术开发区长春路 8 号（下文简称「**公司**」）；
2. **黄山建投(香港)国际投资有限公司**，一家在香港注册成立的有限公司，注册办事处位于香港湾仔轩尼诗道 48-62 号上海实业大厦 23 楼 2301-02 室（下文简称「**投资者**」）；
3. **黄山建投私募基金管理有限公司**，一家在中国注册成立的有限公司，注册办事处位于安徽省黄山市屯溪区社屋前路 1 号（下文简称「**担保人**」）；
4. **中国国际金融香港证券有限公司**，主要营业地址位于香港中环港景街 1 号国际金融中心 1 期 29 楼（下文简称「**中金公司**」）；
5. **华泰金融控股（香港）有限公司**，主要营业地址位于香港中环皇后大道中 99 号中环中心 62 楼（下文简称「**华泰金控**」）；
6. **广发融资（香港）有限公司**，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「**广发融资**」，与中金公司、华泰金控合称为「**联席保荐人**」）；
7. **广发证券（香港）经纪有限公司**，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「**广发证券（香港）经纪**」）；
8. **中信里昂证券有限公司**，主要营业地址位于香港金钟道 88 号太古广场第一期 18 楼（下文简称「**中信里昂**」，与中金公司、华泰金控及广发证券（香港）经纪合称为「**整体协调人**」）。

鉴于：

- (A) 公司已申请通过全球发售方式（下文简称「**全球发售**」）在联交所（定义见下文）上市其 H 股股份（定义见下文），包括：
 - (i) 公司在香港公开发售其 29,739,700 股 H 股股份（可予重新分配）以供公众认购（下文简称「**香港公开发售**」）；及
 - (ii) 公司有条件地配售 267,657,300 股 H 股股份（可予重新分配和视乎超额配售权行使与否而定）：在美国境外（包括向香港的专业及机构投资者根据 S 规例进行离岸交易或通过毋须受证券法登记规定规限的交易（下文简称「**国际发售**」））。
- (B) 中金公司、华泰金控及广发融资担任全球发售的联席保荐人。中金公司、华泰金控、广发证券（香港）经纪及中信里昂担任全球发售的整体协调人及资本市场中介人。

- (C) 投资者希望受限于及根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。
- (D) 作为公司、投资人、联席保荐人及整体协调人同意受本协议条款的约束的对价，担保人为保证投资者履行本协议，同意作为本协议订约方签订和肩负本协议并作出若干陈述、保证和承诺。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其序文和附录），除非文意另有要求，以下词汇和表达应具有以下含义：

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

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义；

「**经纪费**」指根据费用规则第 7(1)段的规定按投资总额 1%计算的经纪费（定义见上市规则）；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司设立及运作之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介人**」指公司为全球发售之目的而委任的资本市场中介人，应具有香港证监会持牌人或注册人操守准则中赋予的含义；

「**公司条例**」指公司条例（香港法例第 622 章）；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章）；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案规则赋予的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章）；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会；

「**中国证监会备案规则**」指中国证监会发布的境内企业境外发行证券和上市管理试行办法及支持指引，经不时修订、补充或另行修改；

「**延迟交割日**」指，在香港公开发售及国际发售的承销协议签订、成为无条件及并未终止的前提下，整体协调人根据第 4.3 条通知投资者的较后日期；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置任何法定或实益权益（包括设立或以协议设立或出售或授出或同意出售或授出任何期权、或订约购买、认购、出借或以其他方式转让或处置任何购买、认购、出借或以其他方式转让或处置或购买或同意购买任何期权、合约、认股权或出售权的认股权或权利），无论直接或间接、有条件或无条件，或设立任何性质的任何第三方权利、相关股份的任何法定或实益权益或任何其他可转换为或可行使或可交换该等相关股份的证券，或代表有权收取或定约收取该等相关股份（不论直接或间接且不论有条件或无条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；

「**费用规则**」具有上市规则赋予的含义；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

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

「**本集团**」指公司及其附属公司；

「**H 股**」指公司股本中每股面值人民币 1.00 元的境外上市外资股份，将于联交所上市及以港元认购和买卖；

「**港元**」指香港的法定货币；

「**香港结算**」指香港中央结算有限公司，香港交易及结算所有限公司的全资附属公司；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**受弥偿方**」具有第 6.5 条赋予的含义；

「**国际发售**」具有序文(A)赋予的含义；

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

「**投资者相关信息**」具有第 6.2(i)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股股份，该等股份数目将根据附录 1 计算，由公司及其整体协调人厘定；

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

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的适用交易征税）、联交所的 0.00565%交易费（或于上市日收取的适用交易征税）以及会财局的 0.00015%交易征费（或于上市日收取的适用交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股股份在联交所主板的初始上市日；

「**上市指南**」指联交所发布的新上市申请人指南，经不时修订、补充或另行修改；

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

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指 H 股股份将根据全球发售每股最终港元价格（不包括经纪费及征税）；

「**超额配售权**」具有国际发售通函赋予的含义；

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

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

「**初步发售通函**」指公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函，经不时修订、补充或另行修改；

「**专业投资者**」具有证券及期货条例附录 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者以其自有账户及投资目的进行的投资，而非代表任何第三方作为代理人行事，不论该投资是否为该投资者的任何股东或基金投资者谋取利益；

「**招股章程**」指公司就香港公开发售在香港发布的最终招股章程；

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

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

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

「**144 规则**」指指证券法第 144 条；

「**证券法**」指美国 1933 年证券法，经不时修订、补充或另行修改；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章）；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有 S 规例第 902(k)条所规定的含义。

1.2 在本协议中，除非文意另有要求，否则：

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

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，投资者将通过整体协调人及/或其联属人士（作为国际发售相关部分的国际承销商的国际代表），按发售价认购，公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者及担保人可通过在不晚于上市日前三(3)个营业日的时间书面通知公司、联席保荐人及整体协调人，通过身为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是(i)非美国人士；(ii)位于美国境外；且(iii)按照 S 规则在离岸交易中购买投资者股份，前提是：

- (a) 投资者须促使该全资附属公司在该日向公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及
- (b) 投资者及担保人(i)无条件及不可撤销地向公司、联席保荐人及整体协调人保证该全资附属公司将适当及准时履行及遵循其在本协议项下的所有因本协议产生的、在本协议项下或与本协议相关的同意、义务、承诺、保证、陈述、弥偿、准许、承认、确认及契诺；及(ii)承诺将根据第 6.5 条应要求向各受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者及担保人在本第 2.2 条项下的义务构成应公司、联席保荐人或整体协调人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需公司、联席保荐人及整体协调人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 公司及整体协调人可根据第 4.3 条规定以其全权酌情决定在延迟交割日交付全部或部分投资者股份。

2.4 公司及整体协调人（代表其自身以及全球发售的其他承销商）将以彼等议定的方式厘定发售价。公司及整体协调人根据附录 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人共同豁免)方可作实：

- (a) 香港公开发售及国际发售的承销协议在不晚于该等承销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一承销协议均未终止；
- (b) 公司及整体协调人（代表其自身及全球发售的其他承销商）已议定发售价；

- (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
- (d) 任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者及担保人同意、陈述、认可、保证、承诺、确认及承认在所有方面均准确、真实及不具误导性，投资者及担保人并无重大违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天(180)天或之前（或公司、投资者、联席保荐人及整体协调人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免)，投资者认购投资者股份的义务以及公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业可行范围内尽快及在任何情况下不晚于本协议终止日期起计三十(30)天免息退还投资者，本协议将终止及不再生效，而公司、联席保荐人及/或整体协调人的所有义务及责任在向投资者作出悉数偿还将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者及担保人在截至本第 3.2 条所述日期的期间内对他们违反投资者及担保人根据本协议作出的同意、陈述、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者及担保人承认，无法保证全球发售将完成或将不会延迟完成或者终止，或发售价将在公开文件中载列的指示范围，若全球发售因任何原因未能于所述的日期及时间完成或根本无法完成或发售价超出公开文件载列的指示范围，公司、联席保荐人及/或整体协调人无需对投资者及担保人负责。投资者及担保人各自特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价超出公开文件载列的指示范围，提起针对公司、联席保荐人及/或整体协调人或其各自的联属人士、董事、监事、高级职员、雇员、员工、联系人、合伙人、代理人、顾问及代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或其联属人士）（作为国际发售相关部分的国际承销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按公司及整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守(A)上市规则第 8.08(3)条的规定（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%)；(B)上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定或联交所另行豁免的最低公众持股量规定；及/或(C)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则的规定。

- 4.2 投资者应于上市日上午八时正或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。
- 4.3 若整体协调人以彼唯一酌情决定，应于上市日之后的日期（「**延迟交割日**」）交割全部或任何部分投资者股份，整体协调人应(i)于不晚于上市日前两(2)个营业日的时间书面通知投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两(2)个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配售权可予行使的最后一日之后三(3)个营业日。整体协调人的上述决定对投资者及担保人具有决定性和约束力。即使投资者股份将于延迟交割日交付投资者，投资者仍需根据第 4.2 条的规定为投资者股份付款。
- 4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于两(2)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），通过中央结算系统将投资者股份交付投资者。
- 4.5 在无损第 4.3 条规定的前提下，投资者股份的交付亦可以公司、联席保荐人及整体协调人及投资者书面议定的其他方式进行，惟投资者股份的付款和交付时间应不晚于超额配售权可被行使的最后一天后的三(3)个营业日。
- 4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，公司、联席保荐人及整体协调人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，公司、联席保荐人及整体协调人的所有义务及责任将终止（但无损公司、联席保荐人及整体协调人因投资者及担保人未能履行其在本协议下的义务而享有的针对投资者及担保人的申索）。对于受弥偿方因投资者或担保人未能根据第 6.5 条全额支付投资总额及相关经纪费和征税或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者及担保人各自应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.7 公司、联席保荐人及整体协调人及彼等各自的联属人士因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒、猴痘病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、

火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下各自的义务，彼等无需对未能或延迟履行本协议项下各自的义务承担任何责任（不论共同或各别），且彼等各自应有权终止本协议，在此情况下，公司、联席保荐人及整体协调人保留自行决定终止本协议的权利，且在此情况下，公司、联席保荐人及整体协调人的所有义务及责任应停止及终止；惟根据本第 4.7 条终止本协议不得影响任何一方在终止时或之前就本协议条款对其他方累积的权利或责任。

- 4.8 倘若于上市日或之后无法满足上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）及 8.08(3)条有关公众持有的股份的规定，公司及整体协调人有权按其唯一及绝对酌情权调整投资者拟购买的投资者股份数目分配，以符合上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）及 8.08(3)条的规定。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条及第 5.7 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）及担保人与公司、联席保荐人及整体协调人立约并承诺，在自上市日起六(6)个月期间（包含上市日，下文简称「**禁售期**」）的任何时间内，未经公司、联席保荐人及整体协调人事先书面同意，投资者不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；或(iii)直接或间接地订立与任何上述交易具有相同经济效果的交易。

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

- (a) 至少提前五个（5）个营业日向公司、联席保荐人及整体协调人提供该转让的书面通知，其中载列有关附属公司的身份详情（包括但不限于注册地、公司注册号及商业登记号）、其与投资者的关系及该附属公司的业务，并提供公司、联席保荐人和整体协调人合理要求的证明材料，以证明拟受让方是投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司已作出书面承诺（向公司、联席保荐人及整体协调人）作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意（且投资者及担保人承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应被视为已作出下文第 6 条规定的同意、陈述、保证、承诺、确认及承认；

- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同与各别地承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向公司、联席保荐人及整体协调人作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的同意、陈述、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同与各别地承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(i)非美国人士；(ii)位于美国境外；及(iii)将依赖 S 规例通过离岸交易获得相关股份。

- 5.3 投资者及担保人各自同意及承诺，除经公司、联席保荐人及整体协调人事先书面同意外，投资者、担保人及其各自的紧密联系人于公司已发行股本总额中合共持有（直接及间接）持股总额应始终少于公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），并且投资者在上市日后的 12 个月内不会成为上市规则所指的公司核心关连人士。此外，投资者及其紧密联系人（定义见上市规则）在公司已发行股本中的总持股比例合计（直接及间接）不应导致持有公司证券股本的公众人士（根据上市规则的规定及（如适用）联交所的豁免，包括但不限于上市规则第 8.08 条）（被第 19A.13A 条修订并取代）低于上市规则第 8.08 条（被第 19A.13A 条修订并取代）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。投资者同意于获悉上述任何情况，将书面通知公司、联席保荐人及整体协调人。
- 5.4 投资者及担保人各自同意，投资者乃基于自营投资持有公司的股本，应公司、联席保荐人及/或整体协调人的合理请求，投资者将向公司、联席保荐人及/或整体协调人提供合理的证据，证明投资者乃基于自营投资持有公司的股本。投资者不得、担保人应促使投资者不得，且投资者及担保人应促使其控股股东、联系人及彼等各自的实益拥有人均不得，在全球发售中通过簿记建档流程申请或订购 H 股股份（投资者股份除外）或在香港公开发售中申请 H 股股份。
- 5.6 投资者、担保人及其各自的联属人士、董事、监事、高级职员、雇员或代理未曾并且不得（直接或间接）与公司、公司的单一最大股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、雇员或代理签订任何违反或抵触上市规则（包括上市指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何附函）。
- 5.7 投资者将使用内部资源（而非通过外部融资）为认购投资者股份提供资金。

6. 承认、声明、承诺及保证

6.1 投资者及担保人共同及个别地向公司、联席保荐人及整体协调人各自承认、同意及确认：

- (a) 公司、联席保荐人、整体协调人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或无法完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者及担保人承担任何责任；
- (b) 本协议及投资者及担保人的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者及担保人将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及于公司网站及联交所网站作为展示文件的重大合约；
- (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及/或担保人的信息将与公司、中国证监会、联交所、香港证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露，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) 发售价将仅由公司与整体协调人（代表其自身以及国际发售的其他承销商）根据全球发售的条款及条件协商厘定，投资者及担保人无权提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及/或其联属人士以国际发售的国际承销商的国际代表的身份认购；
- (f) 投资者将根据公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份，并受其规限；
- (g) 投资者股份的数目可能受根据上市规则第 18 项应用指引及上市指南第 4.14 章在国际发售与香港公开发售之间的重新分配 H 股股份，或联交所可能批准及不时适用于公司的其他比例影响；
- (h) 公司、联席保荐人及整体协调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) 8.08(3)条（该条订明，于上市日期公众持股中最多 50%可由前三大公众股东实益拥有）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）或联交所另行豁免的公众持股量规定；及(iii)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；

- (i) 投资者不是公司的现有股东、关连人士或联属人士，并且不代表前述任何人士行事；
- (j) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，公司、联席保荐人及/或整体协调人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 公司、联席保荐人、整体协调人及其各自的附属公司、代理人、董事、监事、雇员或联属人士以及任何其他全球发售的参与方均不对因获取投资者股份或与投资者股份的任何交易相关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不能直接或间接在美国或向美国人士或为美国人士的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不能直接或间接在其他任何司法权区发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (m) 其理解及同意投资者股份的转让仅可根据 S 规例，在美国境外在「离岸交易」（定义见 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法权区的任何适用证券法律进行，且任何代表投资者股份的任何股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，公司、联席保荐人、整体协调人或国际发售的任何国际承销商及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (o) 除第 5.2 条规定者外，在投资者股份由投资者的附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (p) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
 - (i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者、担保人或任何获授权接受者的过错成为公开信息；
 - (ii) 应以其最大努力确保其（已获根据第 6.1(p) 条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及
 - (iii) 不得并确保其（已获根据第 6.1(p) 条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的

证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股股份或公司或其联属人士或联系人的其他证券或衍生工具；

- (q) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或担保人及/或彼等各自的代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或担保人及/或彼等各自的代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者及/或担保人在决定是否投资于投资者股份时不应依赖该等信息及材料。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者、担保人及/或彼等各自的代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者、担保人及/或彼等各自的代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
 - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者、担保人及/或彼等各自的代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；及
 - (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或担保人提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者及/或担保人在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (r) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (s) 投资者并非因以下原因而获得投资者股份，且投资者、担保人及其联属人士或任何代表其或彼等人士并无参与或将不会参与 (i) 任何定向销售活动（根据 S 规例的定义），或 (ii) 任何与投资者股份相关的一般招揽或一般广告（根据证券法下 D 规例第 502(c)条的定义）；
- (t) 其已获提供其认为对评估认购投资者股份的利弊及风险属必需及适宜的所有信息，已获提供机会向公司、联席保荐人及整体协调人提出有关公司、投资者股份及其认为对评估认购投资者股份的利弊及风险属必需及适宜的其他相关事项的问题并获得公司、联席保荐人或整体协调人的回答，公司已向投资者及担保人或其各自的代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

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

高级职员、雇员、代理人、代表、联系人、合伙人和顾问以及其他全球发售参与方并未作出关于投资者股份将存在公开市场的保证；

- (z) 若全球发售因任何原因延迟、终止或未能完成，公司、联席保荐人、整体协调人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表均无需对投资者或担保人或彼等附属公司承担任何责任；
- (aa) 公司及整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目；(ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；及(iii)其他调整或重新分配所发售的 H 股、公开文件中列出的指示性发售价范围以及联交所批准并符合适用法律的发售价；
- (bb) 投资者及担保人各自已同意，投资总额及相关经纪费及征税的付款应于上市日上午八时正支付；
- (cc) 投资者与公司、公司任何股东、联席保荐人及/或整体协调人之间，除本协议及投资者与公司之间签订的保密协议外，并未签订其他与全球发售相关的协议；
- (dd) 任何不符合本协议限制的要约、出售、质押或其他转让，公司将不予承认相关股份；
- (ee) 任何 H 股股份的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、其他证券法律及任何认可证券交易所的任何其他适用法律对股份交易的限制；及
- (ff) 如果投资者通过合格境内机构投资者（“**QDII**”）进行本协议下的投资，投资者无条件且不可撤销地向公司、联席保荐人和整体协调人承诺并保证：
 - (i) 投资者将确保 QDII 受本协议产生的、在本协议下或与本协议相关的所有义务、承诺、声明、保证、赔偿和责任的约束（包括声明和保证 QDII(a)不是且不会成为一名美国人士；(b)位于美国境外；以及(c)根据证券法下 S 规例在离岸交易中获取投资者股份（“**投资者义务**”））；及
 - (ii) 投资者将确保并无条件且不可撤销地向公司、联席保荐人和整体协调人保证 QDII 将适当且按时履行和遵守所有投资者义务。
- (gg) 投资者由担保人直接全资实益拥有。

6.2 投资者及担保人共同及个别地向公司、联席保荐人及整体协调人进一步陈述、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；

- (b) 有资格接收和使用本协议下的信息（其中包括本协议、招股说明书草稿和初步发售通函草稿），这些信息不会违反适用于该投资者或担保人的所有法律，也不会在该投资者或担保人所在的司法管辖区内需要任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，投资者及担保人履行其在本协议下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束，除第 3.1 条规定的条件外；
- (e) 本协议已经投资者及担保人妥为授权、签署及交付，构成投资者及担保人的合法、有效及有约束力的义务，可根据其条款对其强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 投资者及担保人已经获得根据适用于投资者及担保人的任何相关法律须由投资者及担保人就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」），该等批准已生效且未被撤销、撤回或废止，且无任何未履行的先决条件。投资者及担保人进一步同意及承诺，若任何该等批准因任何原因不再具有完全效力或被撤销、撤回或废止，将立即以书面形式通知公司、联席保荐人及整体协调人；
- (h) 投资者及担保人签署及交付本协议、投资者及担保人履行本协议及投资者认购投资者股份及完成本协议所述交易不会抵触或导致投资者或担保人违反(i)投资者或担保人各自的组织章程大纲及细则或其他宪章性文件；或(ii)投资者或担保人须就本协议所述交易遵循或另行就投资者认购投资者股份适用于投资者或担保人各自的任何司法权区的法律；或(iii)对投资者或担保人有约束力的任何协议或其他文书；或(iv)对投资者或担保人各自有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已遵守且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按具有管辖权的机构或主体或证券交易所的规定，应要求及时直接或间接通过公司、联席保荐人及/或整体协调人向联交所、香港证监会、中国证监会及/或其他政府、公共、货币或监管部门或机构或证券交易所（统称「**监管机构**」）提供资料或促使或促成他人提供资料，并在各种情况下，根据适用法律或任何监管机构不时所要求，同意及赞成披露该等资料（包括但不限于(i)投资者、担保人及其最终实益拥有人的身份信息，及/或发出有关认购投资者股份的指示的最终负责人的身份信息（包括但不限于其各自的名称和注册地点）；(ii)本协议项下的拟议交易（包括但不限于本协议项下的投资者股份认购详情、投资者股份数量、投资总额以及禁售限制）；(iii)涉及投资者股份的任何掉期安排或其

他金融或投资产品以及有关详情（包括但不限于认购者及其最终实益拥有人以及该等掉期安排或其他金融或投资产品的提供者的身份信息）；及/或(iv)投资者、担保人或其实益拥有人和联系人，与公司及其任何股东之间的任何关联关系）（统称「**投资者相关信息**」）。投资者及担保人各自进一步授权公司、联席保荐人、整体协调人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表，根据上市规则、适用法律或任何相关监管机构的规定向监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者及担保人各自具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的利弊及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有丰富经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非联席保荐人、整体协调人及资本市场中介人或承销商的客户；
- (l) 其作为主事人为自身利益、以投资为目的及以自营投资基准认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任公司董事或高级职员；
- (m) 如果认购投资者股份发生在美国境外，则按照 S 规例中定义的「离岸交易」实施且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者、担保人及彼等实益拥有人及/或联系人(i)为独立于公司的第三方；(ii)并非公司的关连人士（定义见上市规则）或联系人，且投资者认购投资者股份不会导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就公司的控制权而言，彼等在紧接本协议完成时将独立于公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)具有财务能力并将使用自有资金履行本协议项下的所有义务；(iv)并未直接或间接接受(a)公司任何核心关连人士（定义见上市规则）或(b)公司、公司或其任何附属公司的任何董事、监事、最高行政人员、主要股东或现有股东或彼等各自的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受公司任何该等人士就公司的证券的收购、处置、投资或其他处置接受该等核心关连人士的指示；及(v)与公司或其任何股东并无任何关联关系，除非另以书面形式向公司、联席保荐人及整体协调人披露；
- (p) 投资者将通过香港结算的 FINI 系统提供提交给联交所和香港结算的所需信息，并确保投资者及担保人提供的信息在所有重要方面都是真实、

完整和准确的，并且这些信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露。

- (q) 投资者将使用其自有资金认购投资者股份，并且未获得也不打算获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (r) 投资者、其实益拥有人及/或联系人并非全球发售的任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、承销商、牵头经纪人或任何分销商的「关连客户」。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (s) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (t) 投资者、担保人及彼等实益拥有人或彼等各自的联系人均非公司或其联系人的董事（包括在前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人；
- (u) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在公司配发结果公告中识别的任何承配人组别；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章的规定；
- (x) 投资者及其紧密联系人（具有上市规则赋予的含义）在公司已发行股本中的总持股比例（直接和间接）不应导致公司公众持有的证券总额（具有上市规则赋予的含义）低于上市规则要求的百分比或联交所批准的其他百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以公司任何关连人士、联席保荐人、整体协调人或全球发售的任何承销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (z) 除本协议规定者外，投资者及担保人并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；

- (aa) 除先前向公司、联席保荐人及整体协调人书面披露者外，投资者、其实益拥有人及/或联系人并无订立且不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；
- (bb) 除本协议外，投资者或其任何联系人均未申请或获配发，也不会通过簿记建档程序申请或获配发全球发售下的任何 H 股；及
- (cc) 担保人承诺保证投资者（包括本协议规定的投资者的任何及所有受让人）适当并按时履行及遵守其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、承认、确认及约定；及倘及无论何时投资者于履行或达成任何投资者义务（包括付款义务）时因任何原因而违反任何规定，则担保人应立即按要求以本协议规定的方式无条件履行或促使履行、达成或促使达成与上述违约情形有关的投资者在本协议项下的义务（包括付款义务，视情况而定），以便公司、联席保荐人及整体协调人获赋予在投资者已适当履行及达成付款义务等投资者义务的情况下其应得的利益。担保人同意及承诺向投资者作出充足的出资，确保投资者履行其在本协议项下的义务。该担保构成一项直接的、主要的及无条件的义务，一经要求即向公司、联席保荐人及整体协调人支付投资者按照本协议规定有责任支付的任何款项，且一经要求立即履行投资者在本协议项下的义务，无需要求公司、联席保荐人及整体协调人事先对投资者或任何其他人士采取措施，该担保应为持续担保，因此在所有投资者义务（包括付款义务）均获履行或达成前将一直有效。

6.3 投资者及担保人各自向公司、联席保荐人及整体协调人声明及保证，附录 2 所载的与其及其集团成员公司有关的描述在所有方面属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者及担保人各自不可撤销地同意，若公司、联席保荐人及整体协调人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附录 2 所载的描述）载入公开文件、营销及路演材料及公司、联席保荐人及/或整体协调人就全球发售可能发布的其他公告。投资者及担保人各自承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或公司、联席保荐人及/或整体协调人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者及担保人各自特此同意，在审查将纳入不时向投资者或担保人提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者及担保人合理要求的修改（若有）后，投资者及担保人各自应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

6.4 投资者及担保人各自理解，载于第 6.1 条和第 6.2 条的同意、陈述、保证、承诺、确认和承认可能须根据香港法律及美国证券法律及其他法规提供。投资者及担保人各自承认，公司、联席保荐人、整体协调人、全球发售的其他承销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者及担保人的保证、承诺、陈述及承认的真实性、完整性及准确性，投资者同意，若任何

该等保证、承诺、陈述及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知公司、联席保荐人及整体协调人。

- 6.5 投资者及担保人共同及个别地同意及承诺，对于公司、联席保荐人、整体协调人及全球发售的其他承销商（代表其自身及彼等各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、职员、联系人、合伙人、代理及代表）（下文统称「受弥偿方」）因投资者或担保人或被等各自的高级职员、董事、监事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者或担保人根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的同意、陈述、保证、承诺（视情况而定）应解释为单独的同意、陈述、保证、承诺，并应视为在上市日及延迟交割日（如适用）再次作出。
- 6.7 公司声明、保证及承诺：
- (a) 其已根据中国法律注册成立并有效存续；
 - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
 - (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；
 - (d) 公司、公司的单一最大股东、本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理均未与投资者、担保人或被等联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括上市指南第 4.15 章）的协议或安排（包括任何附函）；及
 - (e) 除本协议规定者外，本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
- 6.8 公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.6 或 4.7 条终止；
- (b) 若投资者或担保人在国际发售完成日期或之前或延迟交割日（如适用）或之前严重地违反本协议（包括投资者及/或担保人（或根据第 5.2 条转让投资者股份的情形下的全资附属公司）严重地违反在本协议项下作出的陈述、保证、承诺及确认），公司或任一联席保荐人及整体协调人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 9.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 12 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。尽管有上述规定，第 6.5 条和投资者及担保人给予的弥偿在本协议终止后仍然有效。

8 担保

8.1 如任何相关股份将由投资者持有，担保人作为主要债务人无条件且不可撤销地：

- (a) 以持续担保方式向本公司保证投资者根据本协议支付所有款项；
- (b) 承诺确保投资者（包括第 5.2 条规定的投资者的任何和所有受让人）适当、准时地履行和遵守本协议项下所有协议、义务、承诺、保证、陈述、赔偿、同意、确认及契约；
- (c) 承诺向投资者提供足够的投资，以确保投资者履行其在本协议项下的义务；
- (d) 承诺在锁定期内，未经本公司、联席保荐人及整体协调人事先书面同意，不会出售其在投资者的全部或部分合法权益或实益权益；
- (e) 承诺根据要求对因投资者（包括第 5.2 条规定的投资者的任何和所有受让人）违反本协议中包含的任何协议、保证和承诺而直接或间接引起或产生的任何和所有损失、费用、开支、索赔、诉讼、责任、程序或损害进行全面有效的赔偿，并使每个受偿方免受损害；及
- (f) 担保人放弃其于本公司、联席保荐人及整体协调人和担保人之间可能拥有的要求其先向投资者追索或要求支付款项任何权利，故本公司、联席保荐人及整体协调人可首先针对投资者进行或要求投资者付款的任何权利，担保人作为主要债务人将承担责任，如同其与投资者共同及个别地订立本协议。

8.2 担保人在第 8.1 条项下的义务构成直接、主要和无条件的义务，无需本公司或联席保荐人或整体协调人首先对投资者或任何其他人士采取措施，于本公司或联席

保荐人或整体协调人要求时支付投资者根据本协议有责任支付的任何款项，并要求立即履行投资者在本协议项下的任何义务。就本第 8 条而言，本协议中的“投资者”一词应解释为包括“投资者附属公司”。

8.3 担保人在本协议项下的义务不受任何可能影响或损害该等义务的事情或事件影响但本条款可能会影响或损害该等义务，包括但不限于：

- (i) 本协议的任何修订、变更或转让或其条款的任何豁免；
- (ii) 给予投资者或任何第三方的任何解除或授予时间或其他延缓；
- (iii) 任何影响投资者的清盘、解散、重建、法律限制、无行为能力或缺乏公司权力或授权或其他情况（或投资者就任何此类事件采取的任何行动）；或
- (iv) 任何其他行为、事件、疏忽或遗漏（无论公司、联席保荐人、整体协调人、担保人或投资者是否知悉）将会或可能会损害或免除担保人的责任或为担保人提供任何法律或衡平法上的抗辩。

9 公告及机密性

9.1 除本协议及投资者订立的保密协议另行规定者外，未经其他各方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及公司、联席保荐人、整体协调人及投资者及/或担保人的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或公司、联席保荐人及/或整体协调人受其管辖的其他监管机构披露，投资者及担保人的背景信息以及公司与投资者及担保人之间的关系可载入由公司或代表公司发布的公开文件及公司、联席保荐人及/或整体协调人就全球发售可能发布或代其发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该一方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该一方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

- 9.2 投资者及担保人不得作出关于本协议或任何附属事项的其他提述或披露，除非投资者及担保人已事先咨询公司、联席保荐人及整体协调人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 9.3 公司应以其合理努力，在发布前在公开文件中提供任何与本协议、公司和投资者及担保人之间的关系以及投资者及担保人的一般背景信息有关的声明，以供投资者及担保人审阅。投资者及担保人各自应配合公司、联席保荐人及整体协调人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向公司、联席保荐人及整体协调人及彼等各自的顾问提供任何意见和验证文件。
- 9.4 投资者及担保人各自承诺，将及时就第 9.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供公司或、联席保荐人及整体协调人合理要求的与其、其拥有权（包括最终实益拥有权）、其与公司的关系有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者及担保人的描述及验证该等描述；及(ii)使公司能够遵守有管辖权的监管机构（包括联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

10 通知

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

若发送至公司，则发送至：

地址： 安徽省芜湖市经济技术开发区鞍山路 8 号
电邮： chenglijuan@mycherry.com
传真： 05535923838
收件人： 程琰娟

若发送至投资者，则发送至：

地址： 香港湾仔轩尼诗道 48-62 号上海实业大厦 23 楼 2301-02 室
电邮： 542442285@qq.com/mariooos@163.com
收件人： 秦静/宣宸

若发送至担保人，则发送至：

地址： 安徽省黄山市屯溪区社屋前路 1 号
电邮： 542442285@qq.com/mariooos@163.com
收件人： 秦静/宣宸

若发送至中金公司，则发送至：

地址： 香港中环港景街 1 号国际金融中心 1 期 29 楼
电邮： ib_spring_2025@cicc.com.cn

传真： +852 2872 2100
收件人： Project Spring deal team

若发送至华泰金控，则发送至：

地址： 香港中环皇后大道中 99 号中环中心 62 楼
电邮： projectspring2024@htsc.com
收件人： ECM

若发送至广发融资，则发送至：

地址： 香港湾仔骆克道 81 号广发大厦 27 楼
电邮： projectspring2024_WG@gfgroup.com.hk
传真： +852 2907 6178
收件人： 俞慧，刘珀豪，李梦旻

若发送至广发证券（香港）经纪，则发送至：

地址： 香港湾仔骆克道 81 号广发大厦 27 楼
电邮： projectspring2024_WG@gfgroup.com.hk
传真： +852 2907 6178
收件人： 张效良，陈思佳

若发送至中信里昂，则发送至：

地址： 香港金钟道 88 号太古广场第一期 18 楼
电邮： projectspring2025@clsa.com
project_spring2025@citics.com
传真： +852 2868 0189
收件人： Juncheng Yang (Juncheng.yang@clsa.com)

- 10.2 根据本协议交付的任何通知应由专人交付或通过传真、电子邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送且未收到未送达通知之时，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄四十八(48)小时后（在通过航空邮寄发送的情况下，则在六(6)日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

11 一般事项

- 11.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或

其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

- 11.2 本协议所载联席保荐人及整体协调人各自的义务为各别（而非共同或共同与各别）。倘任何联席保荐人或整体协调人未能履行其在本协议项下的义务，其他联席保荐人或整体协调人概不负责，且该等未能履行其义务将不会影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，联席保荐人及整体协调人各自有权单独或共同强制执行其在本协议项下的任何或全部权利。
- 11.3 除有明显错误外，公司及整体协调人为本协议目的就投资者股份数目、发售价以善意作出的计算及厘定应为最终及具约束力的决定。
- 11.4 投资者、担保人、公司、联席保荐人及整体协调人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 11.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，本协议的任何变更或变更均无需事先通知非协议各方的任何人员或征得其同意。
- 11.6 本协议仅以中文签署。
- 11.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税（如有）应由相关转让人/卖家及相关受让人/买家均摊。
- 11.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以共同书面协议方式延展。
- 11.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 11.10 除投资者订立的保密协议外，本协议构成各方关于投资者对公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 11.11 在本第 11.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
- (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 11.11(a)分条所述人士同意。

- 11.12 任一联席保荐人及整体协调人有权且特此获授权将其任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向公司或投资者或担保人发出有关该等转授的事先通知）。尽管存在任何该等转授，该联席保荐人或整体协调人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 11.13 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 11.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面属于或变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 11.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 11.16 在不损害向投资者及担保人申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者或担保人于上市日或延迟交割日（如适用）或之前违反任何保证，则公司、联席保荐人及整体协调人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 11.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 11.18 承认美国特别处理机制
- (a) 如果任何属于被涵盖实体的任何一方根据美国特别处理机制受到诉讼程序的约束，则对于该方在本协议及其在本协议中的任何权益和义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议、及任何该等权益和义务受美国或美国某州法律的管辖）。
 - (b) 当任何一方属于被涵盖实体或 BHC 法案联属人士受制于美国特别处理机制下的任何程序时，对于本协议下可就该方行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。

(c) 本协议中使用的术语定义如下：

- (i) “**BHC 法案联属人士**”具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；
- (ii) “**被涵盖实体**”指以下任何一种：
 - (A) 《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“**被涵盖实体**”；
 - (B) 《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“**被涵盖银行**”；或
 - (C) 《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“**被涵盖的 FSI**”；
- (iii) “**违约权利**”具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；及
- (iv) “**美国特别处理机制**”指以下任何一项：(i) 《联邦存款保险法》及据其颁布的法规及(ii) 《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及据其颁布的法规。

12 管辖法律及司法权区

12.1 本协议及各方之间的关系受香港法律管辖并按其解释。

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

13 豁免权

13.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者或担保人享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁

定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者及担保人特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

14 法律文书代收人

- 14.1 担保人不可撤销地委任投资者（地址为香港湾仔轩尼诗道 48-62 号上海实业大厦 23 楼 2301-02 室）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。
- 14.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，担保人不可撤销地同意委任公司、联席保荐人及整体协调人接受的替代法律文书代收人，并在三十(30)天内向公司及、联席保荐人及整体协调人交付关于新法律文书代收人接受委任的文件副本。

15 副本

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

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

奇瑞汽车股份有限公司



姓名：张国忠

职衔：执行董事、常务副总裁

为及代表

黄山建投（香港）国际投资有限公司

For and on behalf of
Huangshan Construction Investment (Hong Kong) International Limited
黄山建投(香港)國際投資有限公司



Authorized Signature(s)

姓名：朱永杰

职衔：董事

为及代表

黄山建投私募基金管理有限公司





姓名：朱永杰

职衔：执行董事

为及代表

中国国际金融香港证券有限公司



姓名：梁锦

职衔：董事总经理

为及代表

华泰金融控股(香港)有限公司

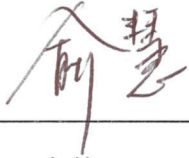


姓名： 黄志明

职衔： 执行董事

为及代表

广发融资（香港）有限公司

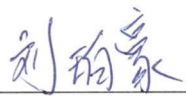
A handwritten signature in red ink, appearing to be '俞慧' (Yu Hui), written above a horizontal line.

姓名：俞慧

职衔：董事总经理

为及代表

广发融资（香港）有限公司

Handwritten signature of Liu Bohao in blue ink, positioned above a horizontal line.

姓名：刘珀豪

职衔：董事

为及代表

广发证券（香港）经纪有限公司

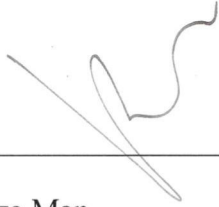


姓名：阎明

职衔：董事总经理

为及代表

中信里昂证券有限公司

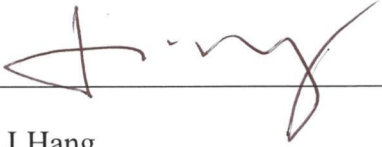
A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a horizontal line.

姓名： Wong Sze Man

职衔： Director

为及代表

中信里昂证券有限公司



姓名: LI Hang

职衔: Managing Director

附录 1

投资者股份

投资者股份数目

投资者股份数目应等于(1) 41,000,000 美元的等值港元（按照招股章程所披露的港元兑换人民币的收市汇率计算）（不包括投资者将就投资者股份支付的经纪费及征税）除以(2)发售价所得数目（向下取整至最接近的一整手 100 股 H 股股份）。

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），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的 H 股股份重新分配的影响。倘香港公开发售中的 H 股股份需求总量属于公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。

联席保荐人、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，从而满足上市规则的相关要求，包括但不限于：(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%）；(ii)上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定的最低公众持股量要求或获豁免的其他要求；(iii)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；或(iv)上市规则第 18 项应用指引第 3.2 段规定，全球发售中发售股份总数的至少 40%必须分配予配售部分的投资者（不包括基石投资者）。此外，联席保荐人、整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股票证券的配售指引）。

附录 2

投资者及担保人详情

投资者

注册成立地点：	香港湾仔轩尼诗道 48-62 号上海实业大厦 23 楼 2301-02 室
公司注册证书编号：	76790883
商业登记号码：	76790883-000-07-25-9
LEI 号码：	不适用
营业地址、电话号码及联系人：	香港湾仔轩尼诗道 48-62 号上海实业大厦 23 楼 2301-02 室、0559-2571015、秦静
主营业务：	投资及控股公司、贸易、咨询
最终控股股东：	黄山市人民政府国有资产监督管理委员会
最终控股股东的注册成立地点：	黄山市屯溪区新园东路 198 号
最终控股股东的商业登记号码：	不适用
最终控股股东的 LEI 号码：	不适用
最终控股股东的主要活动：	不适用
股东及持有的权益：	黄山建投私募基金管理有限公司持有权益 100%
待插入招股章程的投资者描述：	黄山建投（香港）国际投资有限公司（「黄山建投」）为根据香港法律注册成立的有限公司，主要从事投资控股、贸易及咨询。其由黄山建投私募基金管理有限公司（黄山市建设投资集团有限公司的直接全资附属公司）全资拥有，而黄山市建设投资集团有限公司由黄山市人民政府国有资产监督管理委员会直接全资拥有。 Huangshan Construction Investment (Hong Kong) International Limited (“Huangshan Construction Investment”) is a limited company incorporated under the laws of Hong Kong, principally engaged in investment holding, trading and consulting. It is wholly owned by Huangshan Construction Investment Private Equity Fund Management Co., Ltd., a direct wholly-owned subsidiary of Huangshan Construction Investment Group Co., Ltd.* (黄山市建设投资集团有限公司), which in turn is

directly wholly owned by the State-owned Assets Supervision and Administration Commission of Huangshan Municipal People's Government.

相关投资者类别（如需要包含在联交所的 FINI 承配人名单模板或要求披露在与承配人有关的 FINI 界面）：

基石投资者

独立定价投资者

担保人

注册成立地点：	安徽省黄山市屯溪区社屋前路 1 号
公司注册证书编号：	不适用
营业执照编号：	91341000MAD4X8Q60B
主营业务：	一般项目：私募股权投资基金管理、创业投资基金管理服务（须在中国证券投资基金业协会完成登记备案后方可从事经营活动）；以私募基金从事股权投资、投资管理、资产管理等活动（须在中国证券投资基金业协会完成登记备案后方可从事经营活动）；创业投资（限投资未上市企业）；以自有资金从事投资活动；自有资金投资的资产管理服务（除许可业务外，可自主依法经营法律法规非禁止或限制的项目）
最终控股股东及持有的权益：	黄山市人民政府国有资产监督管理委员会持有权益 100%
待插入招股章程的担保人描述：	黄山建投私募基金管理有限公司为于二零二三年十一月十日于中国注册成立的有限公司。其为黄山市建设投资集团有限公司的全资附属公司，而后者由黄山市人民政府国有资产监督管理委员会全资拥有。黄山建投私募基金管理有限公司为黄山市建设投资集团有限公司投资板块的公司，主营投资业务，已投资于从事能源、汽车零部件等领域的企业。

基石投资协议

2025年9月13日

奇瑞汽车股份有限公司

及

Jinghui Ruiying (Hong Kong) Limited（晶匯瑞盈（香港）有限公司）

及

合肥晶匯瑞盈企业管理咨询合伙企业（有限合伙）

及

中国国际金融香港证券有限公司

及

华泰金融控股（香港）有限公司

及

广发融资（香港）有限公司

及

广发证券（香港）经纪有限公司

及

中信里昂证券有限公司

目录

条款	页码
1. 定义和解释	4
2. 投资	8
3. 完成条件	9
4. 完成	10
5. 对投资者的限制	12
6. 承认、声明、承诺及保证	14
7 终止	24
8 担保	24
9 公告及机密性	25
10 通知	26
11 一般事项	27
12 管辖法律及司法权区	30
13 豁免权	30
14 法律文书代收人	30
15 副本	31
附录 1 投资者股份	42
附录 2 投资者详情	43

本协议（下文简称「本协议」）乃于 2025 年 9 月 13 日订立，

订约方：

1. **奇瑞汽车股份有限公司**，一家于中国注册成立的股份有限公司，注册办事处位于中国安徽省芜湖市经济技术开发区长春路 8 号（下文简称「公司」）；
2. **Jinghui Ruiying (Hong Kong) Limited（晶匯瑞盈（香港）有限公司）**，一家在中国香港注册成立的有限公司，注册办事处位于 Unit 2223, 22/F, Yan's Tower, 25 - 27 Wong Chuk Hang Road, Aberdeen, Hong Kong（下文简称「投资者」）；
3. **合肥晶匯瑞盈企业管理咨询合伙企业（有限合伙）**，一家在中国注册成立的有限合伙企业，注册办事处位于安徽省合肥市庐阳区双岗街道蒙城北路 88 号世纪中心 1 栋 1214、1215 室（下文简称「担保人」）；
4. **中国国际金融香港证券有限公司**，主要营业地址位于香港中环港景街 1 号国际金融中心 1 期 29 楼（下文简称「中金公司」）；
5. **华泰金融控股（香港）有限公司**，主要营业地址位于香港中环皇后大道中 99 号中环中心 62 楼（下文简称「华泰金控」）；
6. **广发融资（香港）有限公司**，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发融资」，与中金公司、华泰金控合称为「联席保荐人」）；
7. **广发证券（香港）经纪有限公司**，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发证券（香港）经纪」）；
8. **中信里昂证券有限公司**，主要营业地址位于香港金钟道 88 号太古广场第一期 18 楼（下文简称「中信里昂」，与中金公司、华泰金控及广发证券（香港）经纪合称为「整体协调人」）。

鉴于：

- (A) 公司已申请通过全球发售方式（下文简称「**全球发售**」）在联交所（定义见下文）上市其 H 股股份（定义见下文），包括：
 - (i) 公司在香港公开发售其 29,739,700 股 H 股股份（可予重新分配）以供公众认购（下文简称「**香港公开发售**」）；及
 - (ii) 公司有条件地配售 267,657,300 股 H 股股份（可予重新分配和视乎超额配售权行使与否而定）：在美国境外（包括向香港的专业及机构投资者根据 S 规例进行离岸交易及或通过毋须受证券法登记规定规限的交易（下文简称「**国际发售**」）。
- (B) 中金公司、华泰金控及广发融资担任全球发售的联席保荐人。中金公司、华泰金控、广发证券（香港）经纪及中信里昂担任全球发售的整体协调人及资本市场中介人。

- (C) 投资者希望受限于及根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。
- (D) 作为公司、投资人、联席保荐人及整体协调人同意受本协议条款的约束的对价，担保人为保证投资者履行本协议，同意作为本协议订约方签订和肩负本协议并作出若干陈述、保证和承诺。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其序文和附录），除非文意另有要求，以下词汇和表达应具有以下含义：

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

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义；

「**经纪费**」指根据费用规则第 7(1)段的规定按投资总额 1%计算的经纪费（定义见上市规则）；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司设立及运作之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介人**」指公司为全球发售之目的而委任的资本市场中介人，应具有香港证监会持牌人或注册人操守准则中赋予的含义；

「**公司条例**」指公司条例（香港法例第 622 章）；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章）；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案规则赋予的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章）；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会；

「**中国证监会备案规则**」指中国证监会发布的境内企业境外发行证券和上市管理试行办法及支持指引，经不时修订、补充或另行修改；

「**延迟交割日**」指，在香港公开发售及国际发售的承销协议签订、成为无条件及并未终止的前提下，整体协调人根据第 4.3 条通知投资者的较后日期；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置任何法定或实益权益（包括设立或以协议设立或出售或授出或同意出售或授出任何期权、或订约购买、认购、出借或以其他方式转让或处置任何购买、认购、出借或以其他方式转让或处置或购买或同意购买任何期权、合约、认股权或出售权的认股权或权利），无论直接或间接、有条件或无条件，或设立任何性质的任何第三方权利、相关股份的任何法定或实益权益或任何其他可转换为或可行使或可交换该等相关股份的证券，或代表有权收取或定约收取该等相关股份（不论直接或间接且不论有条件或无条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；

「**费用规则**」具有上市规则赋予的含义；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

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

「**本集团**」指公司及其附属公司；

「**H 股**」指公司股本中每股面值人民币 1.00 元的境外上市外资股份，将于联交所上市及以港元认购和买卖；

「**港元**」指香港的法定货币；

「**香港结算**」指香港中央结算有限公司，香港交易及结算所有限公司的全资附属公司；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**受弥偿方**」具有第 6.5 条赋予的含义；

「**国际发售**」具有序文(A)赋予的含义；

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

「**投资者相关信息**」具有第 6.2(i)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股股份，该等股份数目将根据附录 1 计算，由公司及其整体协调人厘定；

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

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的适用交易征税）、联交所的 0.00565%交易费（或于上市日收取的适用交易征税）以及会财局的 0.00015%交易征费（或于上市日收取的适用交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股股份在联交所主板的初始上市日；

「**上市指南**」指联交所发布的新上市申请人指南，经不时修订、补充或另行修改；

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

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指 H 股股份将根据全球发售每股最终港元价格（不包括经纪费及征税）；

「**超额配售权**」具有国际发售通函赋予的含义；

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

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

「**初步发售通函**」指公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函，经不时修订、补充或另行修改；

「**专业投资者**」具有证券及期货条例附录 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者以其自有账户及投资目的进行的投资，而非代表任何第三方作为代理人行事，不论该投资是否为该投资者的任何股东或基金投资者谋取利益；

「**招股章程**」指公司就香港公开发售在香港发布的最终招股章程；

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

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

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

「**144 规则**」指指证券法第 144 条；

「**证券法**」指美国 1933 年证券法，经不时修订、补充或另行修改；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章）；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有 S 规例第 902(k)条所规定的含义。

1.2 在本协议中，除非文意另有要求，否则：

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

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，投资者将通过整体协调人及/或其联属人士（作为国际发售相关部分的国际承销商的国际代表），按发售价认购，公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

- 2.2 投资者及担保人可通过在不晚于上市日前三(3)个营业日的时间书面通知公司、联席保荐人及整体协调人，通过身为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是(i)非美国人士；(ii)位于美国境外；且(iii)按照 S 规例在离岸交易中购买投资者股份，前提是：
- (a) 投资者须促致该全资附属公司在该日向公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及
 - (b) 投资者及担保人(i)无条件及不可撤销地向公司、联席保荐人及整体协调人保证该全资附属公司将适当及准时履行及遵循其在本协议项下的所有因本协议产生的、在本协议项下或与本协议相关的同意、义务、承诺、保证、陈述、弥偿、准许、承认、确认及契诺；及(ii)承诺将根据第 6.5 条应要求向各受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者及担保人在本第 2.2 条项下的义务构成应公司、联席保荐人或整体协调人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需公司、联席保荐人及整体协调人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

- 2.3 公司及整体协调人可根据第 4.3 条规定以其全权酌情决定在延迟交割日交付全部或部分投资者股份。
- 2.4 公司及整体协调人（代表其自身以及全球发售的其他承销商）将以彼等议定的方式厘定发售价。公司及整体协调人根据附录 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

- 3.1 投资者根据本协议认购投资者股份的义务以及公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人共同豁免)方可作实：
- (a) 香港公开发售及国际发售的承销协议在不晚于该等承销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一承销协议均未终止；
 - (b) 公司及整体协调人（代表其自身及全球发售的其他承销商）已议定发售价；

- (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
- (d) 任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者及担保人同意、陈述、认可、保证、承诺、确认及承认在所有方面均准确、真实及不具误导性，投资者及担保人并无重大违反本协议的行为；及
- (f) 投资者（或投资者母公司，依其情况适用）已就其参与本次国际发售之交易：(i) 获得中国国家发展和改革委员会、商务部或其各自地方分支机构关于境外直接投资的批准或备案；以及(ii) 完成境外投资外汇登记手续。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天(180)天或之前（或公司、投资者、联席保荐人及整体协调人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免)，投资者认购投资者股份的义务以及公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业可行范围内尽快及在任何情况下不晚于本协议终止日期起计三十(30)天免息退还投资者，本协议将终止及不再生效，而公司、联席保荐人及/或整体协调人的所有义务及责任在向投资者作出悉数偿还将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者及担保人在截至本第 3.2 条所述日期的期间内对他们违反投资者及担保人根据本协议作出的同意、陈述、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者及担保人承认，无法保证全球发售将完成或将不会延迟完成或者终止，或发售价将在公开文件中载列的指示范围，若全球发售因任何原因未能于所述的日期及时间完成或根本无法完成或发售价超出公开文件载列的指示范围，公司、联席保荐人及/或整体协调人无需对投资者及担保人负责。投资者及担保人各自特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价超出公开文件载列的指示范围，提起针对公司、联席保荐人及/或整体协调人或其各自的联属人士、董事、监事、高级职员、雇员、员工、联系人、合伙人、代理人、顾问及代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或其联属人士）（作为国际发售相关部分的国际承销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将

按公司及整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守(A)上市规则第 8.08(3)条的规定（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%）；(B)上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定或联交所另行豁免的最低公众持股量规定；及/或(C)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则的规定。

- 4.2 投资者应于上市日上午八时正或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。
- 4.3 若整体协调人以彼唯一酌情决定，应于上市日之后的日期（「**延迟交割日**」）交割全部或任何部分投资者股份，整体协调人应(i) 于不晚于上市日前两(2)个营业日的时间书面通知投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两(2)个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配售权可予行使的最后一日之后三(3)个营业日。整体协调人的上述决定对投资者及担保人具有决定性和约束力。即使投资者股份将于延迟交割日交付投资者，投资者仍需根据第 4.2 条的规定为投资者股份付款。
- 4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于两(2)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），通过中央结算系统将投资者股份交付投资者。
- 4.5 在无损第 4.3 条规定的前提下，投资者股份的交付亦可以公司、联席保荐人及整体协调人及投资者书面议定的其他方式进行，惟投资者股份的付款和交付时间应不晚于超额配售权可被行使的最后一天后的三(3)个营业日。
- 4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，公司、联席保荐人及整体协调人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，公司、联席保荐人及整体协调人的所有义务及责任将终止（但无损公司、联席保荐人及整体协调人因投资者及担保人未能履行其在本协议下的义务而享有的针对投资者及担保人的申索）。对于受弥偿方因投资者或担保人未能根据第 6.5 条全额支付投资总额及相关经纪费和征税或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者及担保人各自应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

- 4.7 公司、联席保荐人及整体协调人及彼等各自的联属人士因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒、猴痘病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下各自的义务，彼等无需对未能或延迟履行本协议项下各自的义务承担任何责任（不论共同或各别），且彼等各自应有权终止本协议，在此情况下，公司、联席保荐人及整体协调人保留自行决定终止本协议的权利，且在此情况下，公司、联席保荐人及整体协调人的所有义务及责任应停止及终止；惟根据本第 4.7 条终止本协议不得影响任何一方在终止时或之前就本协议条款对其他方累积的权利或责任。
- 4.8 倘若于上市日或之后无法满足上市规则第 8.08(1)（被第 19A.13A 条修订并取代）及 8.08(3)条有关公众持有的股份的规定，公司及整体协调人有权按其唯一及绝对酌情权调整投资者拟购买的投资者股份数目分配，以符合上市规则第 8.08(1)（被第 19A.13A 条修订并取代）及 8.08(3)条的规定。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条及第 5.6 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）及担保人与公司、联席保荐人及整体协调人立约并承诺，在自上市日起六(6)个月期间（包含上市日，下文简称「**禁售期**」）的任何时间内，未经公司、联席保荐人及整体协调人事先书面同意，投资者不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；或(iii)直接或间接地订立与任何上述交易具有相同经济效果的交易。
- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：
- (a) 至少提前五个（5）个营业日向公司、联席保荐人及整体协调人提供该转让的书面通知，其中载列有关附属公司的身份详情（包括但不限于注册地、公司注册号及商业登记号）、其与投资者的关系及该附属公司的业务，并提供公司、联席保荐人和整体协调人合理要求的证明材料，以证明拟受让方是投资者的全资附属公司；
 - (b) 在该转让之前，该全资附属公司已作出书面承诺（向公司、联席保荐人及整体协调人）作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意（且投资者及担保

人承诺将促使该全资附属公司)受本协议项下的投资者义务约束,包括本第 5 条对投资者施加的限制,如同该全资附属公司本身受该等义务及限制规限一般;

- (c) 该全资附属公司应被视为已作出下文第 6 条规定的同意、陈述、保证、承诺、确认及承认;
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者,并应共同与各别地承担本协议施加的所有责任及义务;
- (e) 若在禁售期届满之前,该全资附属公司不再或将不再为投资者的全资附属公司,其应(且投资者应促使该附属公司)立即及在任何情况下于其失去投资者全资附属公司身份之前,将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司(该其他全资附属公司应(或投资者应促使该其他全资附属公司)作出书面承诺(向公司、联席保荐人及整体协调人作出,以公司、联席保荐人及整体协调人为受益人,且条款令公司、联席保荐人及整体协调人满意),同意受本协议项下的投资者义务约束(包括本第 5 条对投资者施加的限制),并作出相同的同意、陈述、保证、承诺、确认及承认,如同该全资附属公司本身受该等义务及限制规限一般,且应共同与各别地承担本协议施加的所有责任及义务;及
- (f) 该全资附属公司是(i)非美国人士;(ii)位于美国境外;及(iii)将依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者及担保人各自同意及承诺,除经公司、联席保荐人及整体协调人事先书面同意外,投资者、担保人及其各自的紧密联系人于公司已发行股本总额中合共持有(直接及间接)持股总额应始终少于公司任何时候的已发行股本总额的 10%(或上市规则不时就「主要股东」定义厘定的其他比例),并且投资者在上市日后的 12 个月内不会成为上市规则所指的公司核心关连人士。此外,投资者及其紧密联系人(定义见上市规则)在公司已发行股本中的总持股比例合计(直接及间接)不应导致持有公司证券股本的公众人士(根据上市规则的规定及(如适用)联交所的豁免,包括但不限于上市规则第 8.08 条)(被第 19A.13A 条修订并取代)低于上市规则第 8.08 条(被第 19A.13A 条修订并取代)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。投资者同意于获悉上述任何情况,将书面通知公司、联席保荐人及整体协调人。

5.4 投资者及担保人各自同意,投资者乃基于自营投资持有公司的股本,应公司、联席保荐人及/或整体协调人的合理请求,投资者将向公司、联席保荐人及/或整体协调人提供合理的证据,证明投资者乃基于自营投资持有公司的股本。投资者不得、担保人应促使投资者不得,且投资者及担保人应促使其控股股东、联系人及彼等各自的实益拥有人均不得,在全球发售中通过簿记建档流程申请或订购 H 股股份(投资者股份除外)或在香港公开发售中申请 H 股股份。

5.5 投资者、担保人及其各自的联属人士、董事、监事、高级职员、雇员或代理未曾并且不得(直接或间接)与公司、公司的单一最大股东、本集团的其他任何

成员或彼等各自的联属人士、董事、监事、高级职员、雇员或代理签订任何违反或抵触上市规则（包括上市指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何附函）。

5.6 投资者将使用内部资源（而非通过外部融资）为认购投资者股份提供资金。

6. 承认、声明、承诺及保证

6.1 投资者及担保人共同及个别地向公司、联席保荐人及整体协调人各自承认、同意及确认：

- (a) 公司、联席保荐人、整体协调人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或无法完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者及担保人承担任何责任；
- (b) 本协议及投资者及担保人的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者及担保人将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及于公司网站及联交所网站作为展示文件的重大合约；
- (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及/或担保人的信息将与公司、中国证监会、联交所、香港证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露，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) 发售价将仅由公司与整体协调人（代表其自身以及国际发售的其他承销商）根据全球发售的条款及条件协商厘定，投资者及担保人无权提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及/或其联属人士以国际发售的国际承销商的国际代表的身份认购；
- (f) 投资者将根据公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份，并受其规限；
- (g) 投资者股份的数目可能受根据上市规则第 18 项应用指引及上市指南第 4.14 章在国际发售与香港公开发售之间的重新分配 H 股股份，或联交所可能批准及不时适用于公司的其他比例影响；
- (h) 公司、联席保荐人及整体协调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) 8.08(3)条（该条订明，于上市日期公众持股中最

多 50%可由前三大公众股东实益拥有)；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）或联交所另行豁免的公众持股量规定；及(iii)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；

- (i) 投资者不是公司的现有股东、关连人士或附属人士，并且不代表前述任何人士行事；
- (j) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，公司、联席保荐人及/或整体协调人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 公司、联席保荐人、整体协调人及其各自的附属公司、代理人、董事、监事、雇员或附属人士以及任何其他全球发售的参与方均不对因获取投资者股份或与投资者股份的任何交易相关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不能直接或间接在美国或向美国人士或为美国人士的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不能直接或间接在其他任何司法权区发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (m) 其理解及同意投资者股份的转让仅可根据 S 规例，在美国境外在「离岸交易」（定义见 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法权区的任何适用证券法律进行，且任何代表投资者股份的任何股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，公司、联席保荐人、整体协调人或国际发售的任何国际承销商及其各自的附属公司、附属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (o) 除第 5.2 条规定者外，在投资者股份由投资者的附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (p) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
 - (i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其附属人士、附属公司、董事、监事、高级职员、雇员、顾问及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者、担保人或任何获授权接受

者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第 6.1(p)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及(iii) 不得并确保其（已获根据第 6.1(p)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股股份或公司或其联属人士或联系人的其他证券或衍生工具；

- (q) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或担保人及/或彼等各自的代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或担保人及/或彼等各自的代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者及/或担保人在决定是否投资于投资者股份时不应依赖该等信息及材料。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者、担保人及/或彼等各自的代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者、担保人及/或彼等各自的代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
 - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者、担保人及/或彼等各自的代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；及
 - (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或担保人提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者及/或担保人在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (r) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (s) 投资者并非因以下原因而获得投资者股份，且投资者、担保人及其联属人士或任何代表其或彼等人士并无参与或将不会参与 (i) 任何定向销售活动（根据 S 规例的定义），或 (ii) 任何与投资者股份相关的一般招揽或一般广告（根据证券法下 D 规例第 502(c)条的定义）；
- (t) 其已获提供其认为对评估认购投资者股份的利弊及风险属必需及适宜的所有信息，已获提供机会向公司、联席保荐人及整体协调人提出有关公

司、投资者股份及其认为对评估认购投资者股份的利弊及风险属必需及适宜的其他相关事项的问题并获得公司、联席保荐人或整体协调人的回答，公司已向投资者及担保人或其各自的代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

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

者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；

- (y) 其理解，投资者股份当前并无公开市场，且公司、联席保荐人、整体协调人、全球发售的承销商及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、代表、联系人、合伙人和顾问以及其他全球发售参与方并未作出关于投资者股份将存在公开市场的保证；
- (z) 若全球发售因任何原因延迟、终止或未能完成，公司、联席保荐人、整体协调人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表均无需对投资者或担保人或彼等附属公司承担任何责任；
- (aa) 公司及整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目；(ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；及(iii) 其他调整或重新分配所发售的 H 股、公开文件中列出的指示性发售价范围以及联交所批准并符合适用法律的发售价；
- (bb) 投资者及担保人各自己同意，投资总额及相关经纪费及征税的付款应于上市日上午八时正支付；
- (cc) 投资者与公司、公司任何股东、联席保荐人及/或整体协调人之间，除本协议及投资者与公司之间签订的保密协议外，并未签订其他与全球发售相关的协议；
- (dd) 任何不符合本协议限制的要约、出售、质押或其他转让，公司将不予承认相关股份；
- (ee) 任何 H 股股份的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、其他证券法律及任何认可证券交易所的任何其他适用法律对股份交易的限制；及
- (ff) 如果投资者通过合格境内机构投资者（“**QDII**”）进行本协议下的投资，投资者无条件且不可撤销地向公司、联席保荐人和整体协调人承诺并保证：
 - (i) 投资者将确保 QDII 受本协议产生的、在本协议下或与本协议相关的所有义务、承诺、声明、保证、赔偿和责任的约束（包括声明和保证 QDII (a) 不是且不会成为一名美国人士；(b) 位于美国境外；以及 (c) 根据证券法下 S 规例在离岸交易中获取投资者股份（“**投资者义务**”））；及
 - (ii) 投资者将确保并无条件且不可撤销地向公司、联席保荐人和整体协调人保证 QDII 将适当且按时履行和遵守所有投资者义务。
- (gg) 投资者由担保人直接全资实益拥有。

6.2 投资者及担保人共同及个别地向公司、联席保荐人及整体协调人进一步陈述、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议下的信息（其中包括本协议、招股说明书草稿和初步发售通函草稿），这些信息不会违反适用于该投资者或担保人的所有法律，也不会在该投资者或担保人所在的司法管辖区内需要任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，投资者及担保人履行其在本协议下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束，除第 3.1 条规定的条件外；
- (e) 本协议已经投资者及担保人妥为授权、签署及交付，构成投资者及担保人的合法、有效及有约束力的义务，可根据其条款对其强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 投资者及担保人已经获得根据适用于投资者及担保人的任何相关法律须由投资者及担保人就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」），该等批准已生效且未被撤销、撤回或废止，且无任何未履行的先决条件。投资者及担保人进一步同意及承诺，若任何该等批准因任何原因不再具有完全效力或被撤销、撤回或废止，将立即以书面形式通知公司、联席保荐人及整体协调人；
- (h) 投资者及担保人签署及交付本协议、投资者及担保人履行本协议及投资者认购投资者股份及完成本协议所述交易不会抵触或导致投资者或担保人违反(i)投资者或担保人各自的组织大纲及细则或其他宪章性文件；或(ii)投资者或担保人须就本协议所述交易遵循或另行就投资者认购投资者股份适用于投资者或担保人各自的任何司法权区的法律；或(iii)对投资者或担保人有约束力的任何协议或其他文书；或(iv)对投资者或担保人各自有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已遵守且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按具有管辖权的机构或主体或证券交易所的规定，应要求及时直接或间接通过公司、联席保荐人及/或整体协调人向联交所、香港证监会、中国证监会及/或其他政府、公共、货币或监管部门或机构或证券交易所（统称「**监管机构**」）提供资料或促使或促成他人提供资料，并

在各种情况下，根据适用法律或任何监管机构不时所要求，同意及赞成披露该等资料（包括但不限于(i)投资者、担保人及其最终实益拥有人的身份信息，及/或发出有关认购投资者股份的指示的最终负责人的身份信息（包括但不限于其各自的名称和注册地点）；(ii)本协议项下的拟议交易（包括但不限于本协议项下的投资者股份认购详情、投资者股份数量、投资总额以及禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品以及有关详情（包括但不限于认购者及其最终实益拥有人以及该等掉期安排或其他金融或投资产品的提供者的身份信息）；及/或 (iv) 投资者、担保人或其实益拥有人和联系人，与公司及其任何股东之间的任何关联关系）（统称「**投资者相关信息**」）。投资者及担保人各自进一步授权公司、联席保荐人、整体协调人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表，根据上市规则、适用法律或任何相关监管机构的规定向监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者及担保人各自具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的利弊及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有丰富经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非联席保荐人、整体协调人及资本市场中介人或承销商的客户；
- (l) 其作为主事人为自身利益、以投资为目的及以自营投资基准认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任公司董事或高级职员；
- (m) 如果认购投资者股份发生在美国境外，则按照 S 规例中定义的「离岸交易」实施且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者、担保人及彼等实益拥有人及/或联系人(i)为独立于公司的第三方；(ii)并非公司的关连人士（定义见上市规则）或联系人，且投资者认购投资者股份不会导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就公司的控制权而言，彼等在紧接本协议完成时将独立于公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)具有财务能力并将使用自有资金履行本协议项下的所有义务；(iv)并未直接或间接接受(a)公司任何核心关连人士（定义见上市规则）或(b)公司、公司或其任何附属公司的任何董事、监事、最高行政人员、主要股东或现有股东或彼等各自的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受公司任何该等人士就公司的证券的收购、处置、

投资或其他处置接受该等核心关连人士的指示；及(v)与公司或其任何股东并无任何关联关系，除非另以书面形式向公司、联席保荐人及整体协调人披露；

- (p) 投资者将通过香港结算的 FINI 系统提供提交给联交所和香港结算的所需信息，并确保投资者及担保人提供的信息在所有重要方面都是真实、完整和准确的，并且这些信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露。
- (q) 投资者将使用其自有资金认购投资者股份，并且未获得也不打算获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (r) 投资者、其实益拥有人及/或联系人并非全球发售的任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、承销商、牵头经纪人或任何分销商的「关连客户」。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (s) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (t) 投资者、担保人及彼等实益拥有人或彼等各自的联系人均非公司或其联系人的董事（包括在前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人；
- (u) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在公司配发结果公告中识别的任何承配人组别；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章的规定；
- (x) 投资者及其紧密联系人（具有上市规则赋予的含义）在公司已发行股本中的总持股比例（直接和间接）不应导致公司公众持有的证券总额（具有上市规则赋予的含义）低于上市规则要求的百分比或联交所批准的其他百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以公司任何关连人士、联席保荐人、整体协调人或全球发售的任何承销商的任何融资（不论直

接或间接)认购投资者股份;投资者及其联系人(若有)独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联;

- (z) 除本协议规定者外,投资者及担保人并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺;
- (aa) 除先前向公司、联席保荐人及整体协调人书面披露者外,投资者、其实益拥有人及/或联系人并无订立且不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;
- (bb) 除本协议外,投资者或其任何联系人均未申请或获配发,也不会通过簿记建档程序申请或获配发全球发售下的任何 H 股;及
- (cc) 担保人承诺保证投资者(包括本协议规定的投资者的任何及所有受让人)适当并按时履行及遵守其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、承认、确认及约定;及倘及无论何时投资者于履行或达成任何投资者义务(包括付款义务)时因任何原因而违反任何规定,则担保人应立即按要求以本协议规定的方式无条件履行或促使履行、达成或促使达成与上述违约情形有关的投资者在本协议项下的义务(包括付款义务,视情况而定),以便公司、联席保荐人及整体协调人获赋予在投资者已适当履行及达成付款义务等投资者义务的情况下其应得的利益。担保人同意及承诺向投资者作出充足的出资,确保投资者履行其在本协议项下的义务。该担保构成一项直接的、主要的及无条件的义务,一经要求即向公司、联席保荐人及整体协调人支付投资者按照本协议规定有责任支付的任何款项,且一经要求立即履行投资者在本协议项下的义务,无需要求公司、联席保荐人及整体协调人事先对投资者或任何其他人士采取措施,该担保应为持续担保,因此在所有投资者义务(包括付款义务)均获履行或达成前将一直有效。

6.3 投资者及担保人各自向公司、联席保荐人及整体协调人声明及保证,附录 2 所载的与其及其集团成员公司有关的描述在所有方面属真实、完整及准确,且不具误导性。在无损第 6.1(b)条规定的前提下,投资者及担保人各自不可撤销地同意,若公司、联席保荐人及整体协调人以其唯一判断认为属必需,可将其名称及本协议的所有或部分描述(包括附录 2 所载的描述)载入公开文件、营销及路演材料及公司、联席保荐人及/或整体协调人就全球发售可能发布的其他公告。投资者及担保人各自承诺,将在合理可行的情况下尽快及时提供与其、其拥有权(包括最终实益拥有权)有关及/或公司、联席保荐人及/或整体协调人可能合理要求与其他相关事项相关的更多信息及/或支持文件,以确保彼等遵循适用的法律及/或有管辖权的监管机构(包括但不限于联交所、香港证监会及中国证监会)的公司或证券登记及/或其他要求;投资者及担保人各自特此同意,在审查将纳入不时向投资者或担保人提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者及担保人合理要求的修改(若有)后,投资者及担保人各自应视为已保证,该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

- 6.4 投资者及担保人各自理解，载于第 6.1 条和第 6.2 条的同意、陈述、保证、承诺、确认和承认可能须根据香港法律及美国证券法律及其他法规提供。投资者及担保人各自承认，公司、联席保荐人、整体协调人、全球发售的其他承销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者及担保人的保证、承诺、陈述及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、陈述及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知公司、联席保荐人及整体协调人。
- 6.5 投资者及担保人共同及个别地同意及承诺，对于公司、联席保荐人、整体协调人及全球发售的其他承销商（代表其自身及彼等各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、职员、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或担保人或被等各自的高级职员、董事、监事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者或担保人根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的同意、陈述、保证、承诺（视情况而定）应解释为单独的同意、陈述、保证、承诺，并应视为在上市日及延迟交割日（如适用）再次作出。
- 6.7 公司声明、保证及承诺：
- (a) 其已根据中国法律注册成立并有效存续；
 - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
 - (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；
 - (d) 公司、公司的单一最大股东、本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理均未与投资者、担保人或被等联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括上市指南第 4.15 章）的协议或安排（包括任何附函）；及
 - (e) 除本协议规定者外，本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

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

7 终止

- 7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.6 或 4.7 条终止；
- (b) 若投资者或担保人在国际发售完成日期或之前或延迟交割日（如适用）或之前严重地违反本协议（包括投资者及/或担保人（或根据第 5.2 条转让投资者股份的情形下的全资附属公司）严重地违反在本协议项下作出的陈述、保证、承诺及确认），公司或任一联席保荐人及整体协调人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

- 7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 9.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 12 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损害一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。尽管有上述规定，第 6.5 条和投资者及担保人给予的弥偿在本协议终止后仍然有效。

8 担保

- 8.1 如任何相关股份将由投资者持有，担保人作为主要债务人无条件且不可撤销地：

- (a) 以持续担保方式向本公司保证投资者根据本协议支付所有款项；
- (b) 承诺确保投资者（包括第 5.2 条规定的投资者的任何和所有受让人）适当、准时地履行和遵守本协议项下所有协议、义务、承诺、保证、陈述、赔偿、同意、确认及契约；
- (c) 承诺向投资者提供足够的投资，以确保投资者履行其在本协议项下的义务；
- (d) 承诺在锁定期内，未经本公司、联席保荐人及整体协调人事先书面同意，不会出售其在投资者的全部或部分合法权益或实益权益；
- (e) 承诺根据要求对因投资者（包括第 5.2 条规定的投资者的任何和所有受让人）违反本协议中包含的任何协议、保证和承诺而直接或间接引起或产生的任何和所有损失、费用、开支、索赔、诉讼、责任、程序或损害进行全面有效的赔偿，并使每个受偿方免受损害；及
- (f) 担保人放弃其于本公司、联席保荐人及整体协调人和担保人之间可能拥有的要求其先向投资者追索或要求支付款项任何权利，故本公司、联席保荐人及整体协调人可首先针对投资者进行或要求投资者付款的任何权

利，担保人作为主要债务人将承担责任，如同其与投资者共同及个别地订立本协议。

8.2 担保人在第 8.1 条项下的义务构成直接、主要和无条件的义务，无需本公司或联席保荐人或整体协调人首先对投资者或任何其他人士采取措施，于本公司或联席保荐人或整体协调人要求时支付投资者根据本协议有责任支付的任何款项，并应要求立即履行投资者在本协议项下的任何义务。就本第 8 条而言，本协议中的“投资者”一词应解释为包括“投资者附属公司”。

8.3 担保人在本协议项下的义务不受任何可能影响或损害该等义务的事情或事件影响但本条款可能会影响或损害该等义务，包括但不限于：

- (i) 本协议的任何修订、变更或转让或其条款的任何豁免；
- (ii) 给予投资者或任何第三方的任何解除或授予时间或其他延缓；
- (iii) 任何影响投资者的清盘、解散、重建、法律限制、无行为能力或缺乏公司权力或授权或其他情况（或投资者就任何此类事件采取的任何行动）；或
- (iv) 任何其他行为、事件、疏忽或遗漏（无论公司、联席保荐人、整体协调人、担保人或投资者是否知悉）将会或可能会损害或免除担保人的责任或为担保人提供任何法律或衡平法上的抗辩。

9 公告及机密性

9.1 除本协议另行规定者外，未经其他各方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及公司、联席保荐人、整体协调人及投资者及/或担保人的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或公司、联席保荐人及/或整体协调人受其管辖的其他监管机构披露，投资者及担保人的背景信息以及公司与投资者及担保人之间的关系可载入由公司或代表公司发布的公开文件及公司、联席保荐人及/或整体协调人就全球发售可能发布或代其发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该一方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该一方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括

根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件)。

- 9.2 投资者及担保人不得作出关于本协议或任何附属事项的其他提述或披露，除非投资者及担保人已事先咨询公司、联席保荐人及整体协调人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 9.3 公司应以其合理努力，在发布前在公开文件中提供任何与本协议、公司和投资者及担保人之间的关系以及投资者及担保人的一般背景信息有关的声明，以供投资者及担保人审阅。投资者及担保人各自应配合公司、联席保荐人及整体协调人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向公司、联席保荐人及整体协调人及彼等各自的顾问提供任何意见和验证文件。
- 9.4 投资者及担保人各自承诺，将及时就第 9.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供公司或、联席保荐人及整体协调人合理要求的与其、其拥有权（包括最终实益拥有权）、其与公司的关系有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者及担保人的描述及验证该等描述；及(ii)使公司能够遵守有管辖权的监管机构（包括联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

10 通知

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

若发送至公司，则发送至：

地址：	安徽省芜湖市经济技术开发区长春路 8 号
电邮：	chenglijuan@mychery.com
传真：	05535923838
收件人：	程琍娟

若发送至投资者，则发送至：

地址：	上海市徐汇区虹漕路 456 号 5 号楼 3 楼 308
电邮：	henryxu@chip-union.com
电话：	19810962399
收件人：	徐邦瀚

若发送至担保人，则发送至：

地址：	上海市徐汇区虹漕路 456 号 5 号楼 3 楼 308
电邮：	henryxu@chip-union.com
传真：	19810962399
收件人：	徐邦瀚

若发送至中金公司，则发送至：

地址：香港中环港景街 1 号国际金融中心 1 期 29 楼
电邮：ib_spring_2025@cicc.com.cn
传真：+852 2872 2100
收件人：Project Spring deal team

若发送至华泰金控，则发送至：

地址：香港中环皇后大道中 99 号中环中心 62 楼
电邮：projectspring2024@htsc.com
收件人：ECM

若发送至广发融资及广发证券（香港）经纪，则发送至：

地址：香港湾仔骆克道 81 号广发大厦 27 楼
电邮：projectspring2024_WG@gfgroup.com.hk
传真：+852 2907 6178
收件人：俞慧，刘珀豪，李梦旻（广发融资）
张效良，陈思佳（广发证券（香港）经纪）

若发送至中信里昂，则发送至：

地址：香港金钟道 88 号太古广场第一期 18 楼
电邮：projectspring2025@clsa.com
project_spring2025@citics.com
传真：+852 2868 0189
收件人：Juncheng Yang (Juncheng.yang@clsa.com)

- 10.2 根据本协议交付的任何通知应由专人交付或通过传真、电子邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送且未收到未送达通知之时，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄四十八(48)小时后（在通过航空邮寄发送的情况下，则在六(6)日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

11 一般事项

- 11.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 11.2 本协议所载联席保荐人及整体协调人各自的义务为各别（而非共同或共同与各别）。倘任何联席保荐人或整体协调人未能履行其在本协议项下的义务，其他

联席保荐人或整体协调人概不负责，且该等未能履行其义务将不会影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，联席保荐人及整体协调人各自有权单独或共同强制执行其在本协议项下的任何或全部权利。

- 11.3 除有明显错误外，公司及整体协调人为本协议目的就投资者股份数目、发售价以善意作出的计算及厘定应为最终及具约束力的决定。
- 11.4 投资者、担保人、公司、联席保荐人及整体协调人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 11.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，本协议的任何变更或变更均无需事先通知非协议各方的任何人员或征得其同意。
- 11.6 本协议仅以中文签署。
- 11.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税（如有）应由相关转让人/卖家及相关受让人/买家均摊。
- 11.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以共同书面协议方式延展。
- 11.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 11.10 本协议构成各方关于投资者对公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 11.11 在本第 11.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
 - (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 11.11(a)分条所述人士同意。
- 11.12 任一联席保荐人及整体协调人有权且特此获授权将其任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向公司或投资者或担保人发出有关该等转授的事先通知）。尽管存在任何该等转授，该联席保荐人或整体协调人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。

- 11.13 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 11.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面属于或变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 11.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 11.16 在不损害向投资者及担保人申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于或担保人上市日或延迟交割日（如适用）或之前违反任何保证，则公司、联席保荐人及整体协调人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 11.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 11.18 承认美国特别处理机制
- (a) 如果任何属于被涵盖实体的任何一方根据美国特别处理机制受到诉讼程序的约束，则对于该方在本协议及其在本协议中的任何权益和义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议、及任何该等权益和义务受美国或美国某州法律的管辖）。
 - (b) 当任何一方属于被涵盖实体或BHC法案联属人士受制于美国特别处理机制下的任何程序时，对于本协议下可就该方行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。
 - (c) 本协议中使用的术语定义如下：
 - (i) “**BHC 法案联属人士**” 具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；
 - (ii) “**被涵盖实体**” 指以下任何一种：

(A) 《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“被涵盖实体”；

(B) 《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“被涵盖银行”；或

(C) 《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“被涵盖的 FSI”；

(iii) “违约权利”具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；及

(iv) “美国特别处理机制”指以下任何一项：(i)《联邦存款保险法》及其颁布的法规及(ii)《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及其颁布的法规。

12 管辖法律及司法权区

12.1 本协议及各方之间的关系受香港法律管辖并按其解释。

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

13 豁免权

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

14 法律文书代收人

- 14.1 担保人不可撤销地委任徐邦瀚（地址为上海市徐汇区虹漕路 456 号 5 号楼 3 楼 308）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。
- 14.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，担保人各自不可撤销地同意委任公司、联席保荐人及整体协调人接受的替代法律文书代收人，并在三十(30)天内向公司及、联席保荐人及整体协调人交付关于新法律文书代收人接受委任的文件副本。

15 副本

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

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

奇瑞汽车股份有限公司

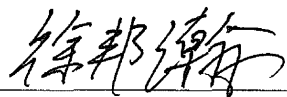


姓名：张国忠

职衔：执行董事、常务副总裁

为及代表

晶匯瑞盈（香港）有限公司

A handwritten signature in black ink, reading '徐邦瀚' (Xu Banghan), positioned above a horizontal line.

姓名：徐邦瀚

职衔：董事

为及代表

合肥晶汇瑞盈企业管理咨询合伙企业（有限合伙）



徐邦瀚

姓名：徐邦瀚

职衔：执行事务合伙人委派代表

为及代表

中国国际金融香港证券有限公司



姓名：梁锦

职衔：董事总经理

为及代表

华泰金融控股(香港)有限公司

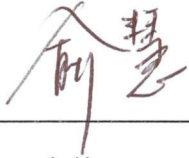


姓名： 黄志明

职衔： 执行董事

为及代表

广发融资（香港）有限公司



姓名：俞慧

职衔：董事总经理

为及代表

广发融资（香港）有限公司

Handwritten signature of Liu Bohao in blue ink, positioned above a horizontal line.

姓名：刘珀豪

职衔：董事

为及代表

广发证券（香港）经纪有限公司

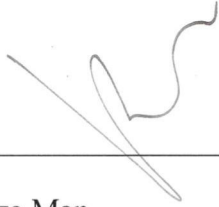


姓名：阎明

职衔：董事总经理

为及代表

中信里昂证券有限公司

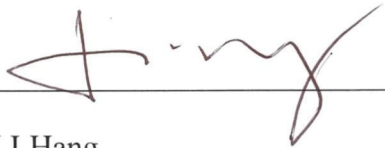
A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a horizontal line.

姓名： Wong Sze Man

职衔： Director

为及代表

中信里昂证券有限公司



姓名： LI Hang

职衔： Managing Director

附录 1

投资者股份

投资者股份数目

投资者股份数目应等于(1) 41,000,000 美元的等值港元（按照招股章程所披露的港元兑换人民币的收市汇率计算）（不包括投资者将就投资者股份支付的经纪费及征税）除以(2)发售价所得数目（向下取整至最接近的一整手 100 股 H 股股份）。

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），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的 H 股股份重新分配的影响。倘香港公开发售中的 H 股股份需求总量属于公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。

联席保荐人、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，从而满足上市规则的相关要求，包括但不限于：(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%）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定的最低公众持股量要求或获豁免的其他要求；(iii) 上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；或(iv)上市规则第 18 项应用指引第 3.2 段规定，全球发售中发售股份总数的至少 40%必须分配予配售部分的投资者（不包括基石投资者）。此外，联席保荐人、整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股票证券的配售指引）。

附录 2

投资者及担保人详情

投资者

注册成立地点:	中国香港
公司注册证书编号:	78730332
商业登记号码:	78730332
LEI 号码:	不适用
营业地址、电话号码及联系人:	Unit2223, 22/F, Yan's Tower, 25 - 27 Wong Chuk Hang Road, Aberdeen, Hong Kong
主要活动:	控股
最终控股股东:	合肥晶合汇信企业管理咨询合伙企业（有限合伙）
最终控股股东的注册成立地点:	中国安徽合肥
最终控股股东的商业登记号码:	91340100MAEHMBXU3Y（统一社会信用代码）
最终控股股东的 LEI 号码:	不适用
最终控股股东的主要活动:	企业管理
股东及持有的权益:	合肥晶汇瑞盈企业管理咨询合伙企业（有限合伙） 100%
待插入招股章程的投资者描述:	晶汇瑞盈（香港）有限公司（「晶汇瑞盈」）为根据香港法律注册成立的有限公司，主要从事投资控股。其由合肥晶汇瑞盈企业管理咨询合伙企业（有限合伙）（「合肥晶汇瑞盈」）全资拥有。合肥晶汇瑞盈由合肥晶合集成电路股份有限公司（「晶合集成」）（担任有限合伙人）拥有 99.9667%。晶合集成成为上海证券交易所 A 股上市公司（股份代号：688249），作为领先的 12 英寸晶圆代工服务提供商，提供涵盖 150 纳米至 40 纳米技术节点的全方位晶圆制造服务。合肥晶汇瑞盈由合肥晶合汇信企业管理咨询合伙企业（有限合伙）（「合肥晶合汇信」）（担任普通合伙人）拥有 0.0333%。

Jinghui Ruiying (Hong Kong) Limited (“**Jinghui Ruiying**”) is a limited company incorporated under the laws of Hong Kong, principally engaged in investment

holding. It is wholly owned by Hefei Jinghui Ruiying Enterprise Management Consulting Partnership Enterprise (Limited Partnership)* (合肥晶汇瑞盈企业管理咨询合伙企业（有限合伙）, “**Hefei Jinghui Ruiying**”). Hefei Jinghui Ruiying is 99.9667% owned by Nexchip Semiconductor Corporation* (合肥晶合集成电路股份有限公司, “**Nexchip**”), which acts as the limited partner. Nexchip is an A-share listed company on the Shanghai Stock Exchange (stock code: 688249) and a leading pure-play 12-inch foundry, providing end-to-end wafer fabrication services covering technology nodes from 150nm to 40nm. Hefei Jinghui Ruiying is 0.0333% owned by Hefei Jinghe Huixin Enterprise Management Consulting Partnership Enterprise (Limited Partnership)* (合肥晶合汇信企业管理咨询合伙企业（有限合伙）) (“**Hefei Jinghe Huixin**”), which acts as the general partner.

相关投资者类别（如需要包含在联交所的 FINI 承配人名单模板或要求披露在与承配人有关的 FINI 界面）：

基石投资者

现有股东的紧密联系人

担保人

注册成立地点:	中国安徽合肥
公司注册证书编号:	91340103MAER4T5XX2 (统一社会信用代码)
商业登记号码:	91340103MAER4T5XX2 (统一社会信用代码)
主要活动:	一般项目: 以自有资金从事投资活动; 企业管理; 企业管理咨询; 社会经济咨询服务; 财务咨询; 信息技术咨询服务; 信息咨询服务 (不含许可类信息咨询服务) (除许可业务外, 可自主依法经营法律法规非禁止或限制的项目)
股东及持有的权益:	GP: 合肥晶合汇信企业管理咨询合伙企业 (有限合伙) 0.03332%, LP: 合肥晶合集成电路股份有限公司 99.96668%
待插入招股章程的担保人描述:	合肥晶合汇信分别由独立第三方黄明端先生及合肥晶合汇信私募基金管理有限公司拥有 51%及 49%, 而合肥晶合汇信私募基金管理有限公司由黄明端先生拥有 50%。概无其他股东持有合肥晶合汇信私募基金管理有限公司 30%或以上股权。 Hefei Jinghe Huixin is respectively owned as to 51% by Mr. Huang Mingduan, being an Independent Third Party, and 49% by Hefei Jinghe Huixin Private Equity Fund Management Co., Ltd.* (合肥晶合汇信私募基金管理有限公司), which in turn is owned as to 50% by Mr. Huang Mingduan. There is no other shareholder holding 30% or more equity interest in Hefei Jinghe Huixin Private Equity Fund Management Co., Ltd.

SEPTEMBER 13, 2025

CHERY AUTOMOBILE CO., LTD.

AND

HORIZON TOGETHER HOLDING LTD.

AND

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

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

AND

GF CAPITAL (HONG KONG) LIMITED

AND

GF SECURITIES (HONG KONG) BROKERAGE LIMITED

AND

CLSA LIMITED

CORNERSTONE INVESTMENT AGREEMENT

TABLE OF CONTENTS

<u>Clause</u>	<u>Page</u>
1 DEFINITIONS AND INTERPRETATIONS	4
2 INVESTMENT	9
3 CLOSING CONDITIONS	9
4 CLOSING	11
5 RESTRICTIONS ON THE INVESTOR	13
6 ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES	14
7 TERMINATION	24
8 ANNOUNCEMENTS AND CONFIDENTIALITY	25
9 NOTICES	26
10 GENERAL	27
11 GOVERNING LAW AND JURISDICTION	30
12 IMMUNITY	30
13 PROCESS AGENT	31
14 COUNTERPARTS	31
SCHEDULE 1 INVESTOR SHARES	41
SCHEDULE 2 PARTICULARS OF INVESTOR	42

THIS AGREEMENT (this “Agreement”) is made on SEPTEMBER 13, 2025

BETWEEN:

- (1) **Chery Automobile Co., Ltd.**, a joint-stock company incorporated in the PRC, whose registered office is at No. 8, Changchun Road, Economic Technology and Development Area, Wuhu, Anhui, PRC (the “**Company**”);
- (2) **Horizon Together Holding Ltd.**, a company incorporated under the laws of the Cayman Islands with limited liability, whose registered office is at Suite #4-210, Governors Square, 23 Lime Tree Bay Avenue, PO Box 32311, Grand Cayman KY1-1209, Cayman Islands (the “**Investor**”);
- (3) **China International Capital Corporation Hong Kong Securities Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 29/F, One International Finance Centre, 1 Harbor View Street, Central, Hong Kong (“**CICC**”);
- (4) **Huatai Financial Holdings (Hong Kong) Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 62/F, the Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”);
- (5) **GF Capital (Hong Kong) Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Capital**” and CICC and Huatai together, the “**Joint Sponsors**” and each a “**Joint Sponsor**”);
- (6) **GF Securities (Hong Kong) Brokerage Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Securities (Hong Kong) Brokerage**”); and
- (7) **CLSA Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**” and CICC, Huatai and GF Securities (Hong Kong) Brokerage together, the “**Overall Coordinators**” and each an “**Overall Coordinator**”) .

WHEREAS:

- (A) The Company has made an application for listing of its H shares on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for the subscription of 29,739,700 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of 267,657,300 H Shares (subject to reallocation and the Over-allotment Option) outside the United States (including to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) CICC, Huatai and GF Capital are acting as the joint sponsors, and CICC, Huatai, GF Securities (Hong Kong) Brokerage and CLSA are acting as the overall coordinators and capital market intermediaries of the Global Offering.

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

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

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

“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 under the Listing Rules);

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

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

“Closing” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“CMI(s)” 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 for Persons Licensed by or Registered with the SFC;

“Companies Ordinance” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

“Companies (Winding Up and Miscellaneous Provisions) Ordinance” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong);

“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);

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

“CSRC” means the China Securities Regulatory Commission;

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

“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 Overall Coordinators 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 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 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 of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing 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;

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

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

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

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

“Group” means the Company and its subsidiaries;

“H Shares” means the overseas listed foreign share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which will be subscribed for and traded in HK dollars and listed on the Stock Exchange;

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

“HKSCC” Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited;

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

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

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

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

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

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

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

“Investor Shares” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the 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 aggregate of 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 H 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, supplemented or otherwise modified from time to time;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) 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);

- (i) 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
 - (j) 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.
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2 INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) 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 international 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 Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than three business days prior to the Listing Date to subscribe for the Investor Shares, provided that the Investor is a Professional Investor and is (i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act.
 - 2.3 The Company and the Overall Coordinators 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.
 - 2.4 The Company and the Overall Coordinators (for themselves and on behalf of 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.
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3 CLOSING CONDITIONS

- 3.1 The Investor’s obligation under this Agreement to subscribe for, 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 pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) 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 Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H 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, acknowledgements, undertakings and confirmations of the Investor under this Agreement are accurate and true in all respects and not misleading and that there is no material 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 waived by the Company, the Joint Sponsors and the Overall Coordinators on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), 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 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action

against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors, officers, employees, staff, associates, partners, agents, advisors 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 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 international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, subject to clause 4.3, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that, in the opinion of the Company, the Joint Sponsors and the Overall Coordinators, (a) the requirement under Rule 8.08(3) of the Listing Rules (stipulating that no more than 50% of the H Shares in public hands can be beneficially owned by the three largest public shareholders of the Company); (b) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; and/or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules, cannot be complied with on the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall have the right to, in their sole and absolute discretion, adjust the allocation of the number of Investor Shares to be subscribed for by the Investor to ensure compliance with the Listing Rules (subject to any such waiver granted by the Stock Exchange).

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on 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 one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 If the Overall Coordinators in their 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 Overall Coordinators 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. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors 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

Overall Coordinators in writing no later than two (2) 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 Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
- 4.6 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 Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the related Brokerage and Levies in full in accordance with clause 6.5.
- 4.7 Neither the Company, the Joint Sponsors and the Overall Coordinators, nor their respective affiliates shall be liable for any failure or delay in performing their respective obligations under this Agreement due to circumstances beyond their control, including but not limited to acts of God, pandemics, outbreaks of diseases or epidemics (including without limitation to avian influenza, severe acute respiratory syndrome (SARS), H1N1 influenza, H5N1, MERS, Ebola virus, monkeypox, and COVID-19), declarations of a state of emergency at the national, international, or regional level, disasters, crises, economic sanctions, explosions, earthquakes, volcanic eruptions, major transportation disruptions, paralysis of government operations, public disorder, political instability, threats or escalation of hostilities, war (whether declared or not), terrorism, fires, riots, insurrections, civil commotions, strikes, lockouts, other industrial actions, widespread power or other utility failures, aircraft collisions, technical failures, accidents or mechanical/electrical breakdowns, computer malfunctions or failures of any monetary transmission systems, embargoes, labour disputes, changes in any existing or future laws, or any existing or future acts of governmental authorities or similar events. In such event, they shall each have the right to terminate this Agreement, and the Company, the Joint Sponsors and the Overall Coordinators reserve the right to terminate this Agreement at their sole discretion. In such event, all obligations and liabilities of the Company, the Joint Sponsors and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.
- 4.8 In the event that the requirement pursuant to Rules 8.08(1) (as amended and replaced by Rule 19A.13C) and 8.08(3) of the Listing Rules in relation to Shares held by the public cannot be satisfied on or after the Listing Date, the Company and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirements pursuant to Rules 8.08(1) (as amended and replaced by Rule 19A.13C) and 8.08(3) of the Listing Rules with prior notification to the Investor.

5 RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clauses 5.2 and 5.5, the Investor agrees, covenants with and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
 - (c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
 - (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to be bound by the Investor’s obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
 - (e) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.
- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be

less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “**substantial shareholder**”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined 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 (as contemplated in the Listing Rules and interpreted or (if applicable) waived by the Stock Exchange, including but not limited to Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules) to fall below the required percentage set out in Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators, in writing if it comes to its attention of any of the abovementioned situations.

- 5.4 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.
- 5.5 The Investor and its affiliates, directors, officers, employees or agents have not entered into and shall not, directly or indirectly enter into any arrangement or agreement, including but not limited to, any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the single largest shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents.

6 ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
 - (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) 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 and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and

such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display on the websites of the Company and the Stock Exchange in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by agreement between the Company and the Overall Coordinators (each for themselves and on behalf of the international underwriters of the relevant portion of the International Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of H 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;
- (h) the Investor 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) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (k) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

- (l) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (m) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (n) 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, officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(n)) 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(n)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (o) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have

been provided (whether in writing or verbally) to the Investor and/or its representatives; and

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (p) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (q) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its 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) with respect to the Investor Shares;
- (r) the Investor has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors and the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (s) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors and/or the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors and/or the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained the International Offering Circular;
- (t) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any

other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

- (u) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (v) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the other underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of or in relation to any dealings in the Investor Shares;
- (w) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the underwriters of the Global Offering and their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, representatives, associates, partners and advisers, and parties involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;
- (x) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (y) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the indicative offer price range set forth in the Public Documents and the Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (z) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date;

- (aa) there are no other agreements in place between the Investor on the one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement entered into by and between the Investor and the Company;
- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (cc) any trading in H Shares shall be subject to compliance with applicable laws, including restrictions on the trading of shares imposed by the SFO, Listing Rules, the Securities Act, securities laws, and any other applicable laws of any recognized stock exchanges.

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its 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 obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Joint Sponsors and the Overall Coordinators in writing

if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares (as the case may be) will not contravene or result in a contravention by the Investor (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority or court having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the **"Regulators"**), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the 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 the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the **"Investor-related Information"**) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors, the

Overall Coordinators and CMI's or the underwriters in connection with the transactions contemplated thereunder;

- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and the Investor's beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after the completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (p) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through HKSCC's FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (q) the Investor will subscribe for the Investor Shares using its own funds and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (r) each of the Investor, its beneficial owner(s) and/or associates is not a "**connected client**" of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the CMI's, 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;

- (s) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (t) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;
- (x) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (y) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (z) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (aa) none of the Investor or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 1) in the Public Documents, marketing

and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes promptly to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may be reasonably requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

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

- (b) 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;
 - (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company and the single largest shareholder of the Company, any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Section 4.15 of the Listing Guide) with any of the Investor or its affiliates, directors, supervisors, officers, employees or agents; and
 - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.
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7 TERMINATION

- 7.1 This Agreement may be terminated:
- (a) in accordance with clauses 3.2, 4.6 or 4.7;
 - (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2 (including a material breach of the representations, warranties, undertakings and confirmations by the Investor 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 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5 and the indemnities given by the Investor 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, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, 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 Joint Sponsors and/or the Overall Coordinators is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
 - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
 - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors, the Overall Coordinators and 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 ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall

Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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. 8 Changchun Road, Economic and Technological Development Zone,
Wuhu, Anhui Province, the PRC

Facsimile: 05535923838

Email: chenglijuan@mychery.com

Attention: Ms. Cheng Lijuan

If to the Investor, to:

Address: 3rd Floor, Building 1, No.5005,Shenjiang Road, Pudong New District,
Shanghai.

Email: sijia.wang@horizon.auto

Attention: Sijia,Wang

If to CICC, to:

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

Facsimile: +852 2872 2100

Email: ib_spring_2025@cicc.com.cn

Attention: Project Spring (Spring 项目组)

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong

Email: projectspring2024@htsc.com

Attention: ECM

If to GF Capital and GF Securities (Hong Kong) Brokerage Limited to:

Address: 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong

Facsimile: +852 2907 6178

Email: projectspring2024_WG@gfgroup.com.hk

Attention: Vivien Yu, Patricio Lao, Erin Li (GF Capital);

Zhang Xiaoliang (张效良), Chen Sijia (陈思佳) (GF Securities (Hong Kong) Brokerage Limited)

If to CLSA to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Facsimile: +852 2868 0189

Email: projectspring2025@clsa.com; project_spring2025@citics.com;

Attention: Juncheng Yang (Juncheng.yang@clsa.com)

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10 GENERAL

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

- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. 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.
- 10.6 This Agreement will be executed in English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 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 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators 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 Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 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 Recognition of the U.S. Special Resolution Regimes:
- (a) In the event that any Party who is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
 - (b) In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
 - (c) As used herein,
 - (i) “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
 - (ii) “**Covered Entity**” means any of the following:
 - (A) a “**covered entity**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(B) a “**covered bank**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(C) a “**covered FSI**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

(iii) “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and

(iv) “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

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, 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. There shall be three arbitrators and the language in the arbitration proceedings shall be Chinese. 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 PROCESS AGENT

- 13.1 The Investor irrevocably appoints CICC at 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

14 COUNTERPARTS

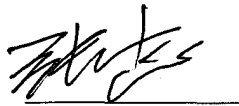
- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by 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:

Chery Automobile Co., Ltd

By:



Name: Zhang Guozhong (张国忠)

Title: Executive Director, Executive Vice President

FOR AND ON BEHALF OF:

Horizon Together Holding Ltd.

By:

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

Name: Kai Yu

Title: Director

FOR AND ON BEHALF OF:

China International Capital Corporation Hong Kong Securities Limited

By:



Name: Liang Jin

Title: Managing Director

FOR AND ON BEHALF OF:

Huatai Financial Holdings (Hong Kong) Limited

By:

A handwritten signature in black ink, appearing to be 'JW', is written above a horizontal line.

Name: Jason Wong

Title: Executive Director

FOR AND ON BEHALF OF:

GF Capital (Hong Kong) Limited

By:

A handwritten signature in dark ink, appearing to read 'Vivien Yu', is written over a horizontal line.

Name: Vivien Yu

Title: Managing Director

FOR AND ON BEHALF OF:

GF Capital (Hong Kong) Limited

By:

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

Name: Patricio Lau

Title: Director

FOR AND ON BEHALF OF:

GF Securities (Hong Kong) Brokerage Limited

By:

A handwritten signature in black ink, appearing to be 'Yan Ming', is written above a horizontal line.

Name: Yan Ming

Title: Managing Director

FOR AND ON BEHALF OF:

CLSA Limited

By:

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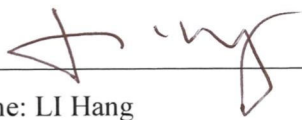
Name: Wong Sze Man

Title: Director

FOR AND ON BEHALF OF:

CLSA Limited

By:


A handwritten signature in dark ink, appearing to be 'LI Hang', is written over a horizontal line.

Name: LI Hang

Title: Managing Director

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 40,000,000 (calculated using the closing US dollar: Hong Kong dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H 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 oversubscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - 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 Joint Sponsors, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (iii) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, which provides that at least 40% of the total number of shares initially offered in the Global Offering must be allocated to investors in the placing tranche (other than cornerstone investors). Further, the Overall Coordinators 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 INVESTOR

The Investor

Place of incorporation:	The Cayman Islands
Certificate of incorporation number:	No.393728
Business registration number:	Not applicable
LEI number:	Not applicable
Business address and telephone number and contact person:	Business Address: Suite #4-210, Governors Square, 23 Lime Tree Bay Avenue, PO Box 32311, Grand Cayman KY1-1209, Cayman Islands Contact Person: Sijia Wang Telephone: 18872391927
Principal activities:	Holding Company
Ultimate controlling shareholder:	Horizon Robotics (100%, HKEX Stock Code: 9660)
Place of incorporation of ultimate controlling shareholder:	Cayman Islands
Business registration number and LEI number of ultimate controlling shareholder:	Not applicable
Principal activities of ultimate controlling shareholder:	Horizon Robotics is a leading intelligent driving technology company, empowered by its proprietary software and hardware technologies. The company's solutions combine cutting-edge algorithms, purpose-built software and advanced processing hardware, providing the core technologies for intelligent driving that enhance the safety and experience of drivers and passengers.
Shareholder and interests held:	Horizon Robotics (100%)
Description of the Investor for insertion in the Prospectus:	Horizon Together Holding Ltd. (" Horizon Together ") is an exempted company with limited liability incorporated under the laws of the Cayman Islands on August 29, 2022. Horizon Together is wholly owned by Horizon Robotics. Horizon Robotics is a company listed on the Stock Exchange (stock code: 9660) and a leading intelligent driving technology company, empowered by its proprietary software and hardware technologies. The company's solutions combine cutting-edge algorithms, purpose-built software and advanced processing hardware, providing the core technologies for intelligent driving that enhance the safety and experience of drivers and passengers.

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:

Horizon Together Holding Ltd. (「**Horizon Together**」) 为一家于 2022 年 8 月 29 日根据开曼群岛法律注册成立的获豁免有限公司。**Horizon Together** 由地平线机器人全资拥有。地平线机器人为一家于联交所上市的公司（股份代号：9660），亦是一家具有专有软硬体技术的领先智驾科技公司。公司的解决方案整合了领先的演算法、专用的软体和先进的处理硬体，为智慧驾驶提供核心技术，从而提高驾驶员和乘客的安全性和体验感。

Cornerstone investor

基石投资协议

2025年9月13日

奇瑞汽车股份有限公司

及

大家人寿保险股份有限公司

及

中国国际金融香港证券有限公司

及

华泰金融控股（香港）有限公司

及

广发融资（香港）有限公司

及

广发证券（香港）经纪有限公司

及

中信里昂证券有限公司

目录

条款	页码
1. 定义和解释	4
2. 投资	8
3. 完成条件	9
4. 完成	10
5. 对投资者的限制	12
6. 承认、声明、承诺及保证	13
7 终止	22
8 公告及机密性	23
9 通知	24
10 一般事项	25
11 管辖法律及司法权区	28
12 豁免权	28
13 副本	28
附录 1 投资者股份	38
附录 2 投资者详情	39

本协议（下文简称「本协议」）乃于 2025 年 9 月 13 日订立，

订约方：

1. 奇瑞汽车股份有限公司，一家于中国注册成立的股份有限公司，注册办事处位于中国安徽省芜湖市经济技术开发区长春路 8 号（下文简称「公司」）；
2. 大家人寿保险股份有限公司，一家在中华人民共和国注册成立的公司，其注册办事处位于北京市朝阳区建国门外大街 6 号大家保险大厦（「投资者」）
3. 中国国际金融香港证券有限公司，主要营业地址位于香港中环港景街 1 号国际金融中心 1 期 29 楼（下文简称「中金公司」）；
4. 华泰金融控股（香港）有限公司，主要营业地址位于香港中环皇后大道中 99 号中环中心 62 楼（下文简称「华泰金控」）；
5. 广发融资（香港）有限公司，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发融资」，与中金公司、华泰金控合称为「联席保荐人」）；
6. 广发证券（香港）经纪有限公司，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发证券（香港）经纪」）；
7. 中信里昂证券有限公司，主要营业地址位于香港金钟道 88 号太古广场第一期 18 楼（下文简称「中信里昂」，与中金公司、华泰金控及广发证券（香港）经纪合称为「整体协调人」）。

鉴于：

- (A) 公司已申请通过全球发售方式（下文简称「全球发售」）在联交所（定义见下文）上市其 H 股股份（定义见下文），包括：
 - (i) 公司在香港公开发售其 29,739,700 股 H 股股份（可予重新分配）以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 公司有条件地配售 267,657,300 股 H 股股份（可予重新分配和视乎超额配售权行使与否而定）：在美国境外（包括向香港的专业及机构投资者根据 S 规例进行离岸交易或通过毋须受证券法登记规定规限的交易（下文简称「国际发售」）。
- (B) 中金公司、华泰金控及广发融资担任全球发售的联席保荐人。中金公司、华泰金控、广发证券（香港）经纪及中信里昂担任全球发售的整体协调人及资本市场中介人。
- (C) 投资者希望受限于及根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

1.1 在本协议中（包括其序文和附录），除非文意另有要求，以下词汇和表达应具有以下含义：

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

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义；

「**经纪费**」指根据费用规则第 7(1)段的规定按投资总额 1%计算的经纪费（定义见上市规则）；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司设立及运作之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介人**」指公司为全球发售之目的而委任的资本市场中介人，应具有香港证监会持牌人或注册人操守准则中赋予的含义；

「**公司条例**」指公司条例（香港法例第 622 章）；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章）；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案规则赋予的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章）；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会；

「**中国证监会备案规则**」指中国证监会发布的境内企业境外发行证券和上市管理试行办法及支持指引，经不时修订、补充或另行修改；

「**延迟交割日**」指，在香港公开发售及国际发售的承销协议签订、成为无条件及并未终止的前提下，整体协调人根据第 4.3 条通知投资者的较后日期；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置任何法定或实益权益（包括设立或以协议设立或出售或授出或同意出售或授出任何期权、或订约购买、认购、出借或以其他方式转让或处置任何购买、认购、出借或以其他方式转让或处置或购买或同意购买任何期权、合约、认股权或出售权的认股权或权利），无论直接或间接、有条件或无条件，或设立任何性质的任何第三方权利、相关股份的任何法定或实益权益或任何其他可转换为或可行使或可交换该等相关股份的证券，或代表有权收取或定约收取该等相关股份（不论直接或间接且不论有条件或无条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；

「**费用规则**」具有上市规则赋予的含义；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

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

「**本集团**」指公司及其附属公司；

「**H 股**」指公司股本中每股面值人民币 1.00 元的境外上市外资股份，将于联交所上市及以港元认购和买卖；

「**港元**」指香港的法定货币；

「**香港结算**」指香港中央结算有限公司，香港交易及结算所有限公司的全资附属公司；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**受弥偿方**」具有第 6.5 条赋予的含义；

「**国际发售**」具有序文(A)赋予的含义；

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

「**投资者相关信息**」具有第 6.2(i)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股股份，该等股份数目将根据附录 1 计算，由公司及整体协调人厘定；

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

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的适用交易征税）、联交所的 0.00565%交易费（或于上市日收取的适用交易征税）以及会财局的 0.00015%交易征费（或于上市日收取的适用交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股股份在联交所主板的初始上市日；

「**上市指南**」指联交所发布的新上市申请人指南，经不时修订、补充或另行修改；

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

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指 H 股股份将根据全球发售每股最终港元价格（不包括经纪费及征税）；

「**超额配售权**」具有国际发售通函赋予的含义；

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

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

「**初步发售通函**」指公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函，经不时修订、补充或另行修改；

「**专业投资者**」具有证券及期货条例附录 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者以其自有账户及投资目的进行的投资，而非代表任何第三方作为代理人行事，不论该投资是否为该投资者的任何股东或基金投资者谋取利益；

「**招股章程**」指公司就香港公开发售在香港发布的最终招股章程；

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

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

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

「**相关日期**」具有第 3.2 条赋予该词的含义；

「**144 规则**」指指证券法第 144 条；

「**证券法**」指美国 1933 年证券法，经不时修订、补充或另行修改；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章）；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有 S 规例第 902(k)条所规定的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附录**的提述应指本协议的条款、子条款或附录；
- (b) 索引、条款及附录标题仅为便利目的而设，并不影响本协议的构成或解释；

- (c) 序文和附录构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附录；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例、法例条文、规例或规则的提述应包括：
 - (i) 对该等法例、法例条文、规例或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、规例或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「人士」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「包括」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

- 2.1 待下文第 3 条所载的条件满足（或经各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免）及在不抵触本协议的其他条款及条件的前提下：
 - (a) 作为国际发售的一部分，投资者将通过整体协调人及/或其联属人士（作为国际发售相关部分的国际承销商的国际代表），按发售价认购，公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份；及
 - (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。
- 2.2 投资者可通过在不晚于上市日前三(3)个营业日的时间书面通知公司、联席保荐人及整体协调人，通过身为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是(i)非美国人士；(ii)位于美国境外；且(iii)按照 S 规例在离岸交易中购买投资者股份，前提是：

- (a) 投资者须促使该全资附属公司在前述书面通知的日期当天向公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向公司、联席保荐人及整体协调人保证该全资附属公司将适当及准时履行及遵循其在本协议项下的所有因本协议产生的、在本协议项下或与本协议相关的同意、义务、承诺、保证、陈述、弥偿、准许、承认、确认及契诺；及(ii)承诺将根据第 6.5 条应要求向各受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

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

- 2.3 公司及整体协调人可根据第 4.3 条规定以其全权酌情决定在延迟交割日交付全部或部分投资者股份。]
- 2.4 公司及整体协调人（代表其自身以及全球发售的其他承销商）将以彼等议定的方式厘定发售价。公司及整体协调人根据附录 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

- 3.1 投资者根据本协议认购投资者股份的义务以及公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人共同豁免)方可作实：
 - (a) 香港公开发售及国际发售的承销协议在不晚于该等承销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一承销协议均未终止；
 - (b) 公司及整体协调人（代表其自身及全球发售的其他承销商）已议定发售价；
 - (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
 - (d) 任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及

(e) 本协议项下的投资者同意、陈述、认可、保证、承诺、确认及承认在所有方面均准确、真实及不具误导性，投资者并无重大违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天(180)天当日（「**相关日期**」）或相关日期之前（或公司、投资者、联席保荐人及整体协调人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免)，投资者认购投资者股份的义务以及公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应在相关日期当天立即终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业可行范围内尽快及在任何情况下不晚于本协议终止日期（即相关日期当天）起计三十(30)天全额免息退还投资者，本协议将终止及不再生效，而公司、联席保荐人及/或整体协调人的所有义务及责任在向投资者作出悉数偿还将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本第 3.2 条所述日期的期间内对他们违反投资者根据本协议作出的同意、陈述、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或将不会延迟完成或者终止，或发售价将在公开文件中载列的指示范围，若全球发售因任何原因未能于所述的日期及时间完成或根本无法完成或发售价超出公开文件载列的指示范围，公司、联席保荐人及/或整体协调人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价超出公开文件载列的指示范围，提起针对公司、联席保荐人及/或整体协调人或其各自的联属人士、董事、监事、高级职员、雇员、员工、联系人、合伙人、代理人、顾问及代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或其联属人士）（作为国际发售相关部分的国际承销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按公司及整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日子以认购。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守(A)上市规则第 8.08(3)条的规定（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%）；(B)上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定或联交所另行豁免的最低公众持股量规定；及/或(C)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则的规定。

4.2 无论投资者股份的交付时间和方式如何，投资者应于上市日上午八时正或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整

体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。

- 4.3 若整体协调人以彼唯一酌情决定，应于上市日之后的日期（「**延迟交割日**」）交割全部或任何部分投资者股份，整体协调人应(i) 于不晚于上市日前两(2)个营业日的时间书面通知投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两(2)个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配售权可予行使的最后一日之后三(3)个营业日。即使投资者股份将于延迟交割日交付投资者，投资者仍需根据第 4.2 条的规定为投资者股份付款。
- 4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于两(2)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），通过中央结算系统将投资者股份交付投资者。
- 4.5 在无损第 4.3 条规定的前提下，投资者股份的交付亦可以公司、联席保荐人及整体协调人及投资者书面议定的其他方式进行，惟投资者股份的付款和交付时间应不晚于超额配售权可被行使的最后一天后的三(3)个营业日。
- 4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，公司、联席保荐人及整体协调人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，公司、联席保荐人及整体协调人的所有义务及责任将终止（但无损公司、联席保荐人及整体协调人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及相关经纪费和征税或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.7 公司、联席保荐人及整体协调人及彼等各自的联属人士因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒、猴痘病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下各自的义务，彼等无需对未能或延迟履行本协议项下各自的义务承担任何责任（不论共同或各别），且彼等各自应有权终止本协议，在此情况下，公司、联席保荐人及整体协调人保留自行决定终止本协议的权利，且在此情况下，公司、联席保荐人及整体协调人的所有义务及责任应停止及终止；惟根据本第 4.7 条终

止本协议不得影响任何一方在终止时或之前就本协议条款对其他方累积的权利或责任。

- 4.8 倘若于上市日或之后无法满足上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）及 8.08(3)条有关公众持有的股份的规定，公司及整体协调人有权按其唯一及绝对酌情权调整投资者拟购买的投资者股份数目分配，以符合上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）及 8.08(3)条的规定。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与公司、联席保荐人及整体协调人立约并承诺，在自上市日起六(6)个月期间（包含上市日，下文简称「禁售期」）的任何时间内，未经公司、联席保荐人及整体协调人事先书面同意，投资者不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；或(iii)直接或间接地订立与任何上述交易具有相同经济效果的交易。

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

- (a) 至少提前五个（5）个营业日向公司、联席保荐人及整体协调人提供该转让的书面通知，其中载列有关附属公司的身份详情（包括但不限于注册地、公司注册号及商业登记号）、其与投资者的关系及该附属公司的业务，并提供公司、联席保荐人和整体协调人合理要求的证明材料，以证明拟受让方是投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司已作出书面承诺（向公司、联席保荐人及整体协调人）作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应被视为已作出下文第 6 条规定的同意、陈述、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同与各别地承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向公司、联席

保荐人及整体协调人作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的同意、陈述、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同与各别地承担本协议施加的所有责任及义务；及

(f) 该全资附属公司是(i)非美国人士；(ii)位于美国境外；及(iii)将依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经公司、联席保荐人及整体协调人事先书面同意外，投资者及其紧密联系人于公司已发行股本总额中合共持有（直接及间接）持股总额应始终少于公司任何时候的已发行股本总额的 10%（或低于上市规则不时就「主要股东」定义厘定的其他比例），并且投资者在上市日后的 12 个月内不会成为上市规则所指的公司核心关连人士。此外，投资者及其紧密联系人（定义见上市规则）在公司已发行股本中的总持股比例合计（直接及间接）不应导致持有公司证券股本的公众人士（根据上市规则的规定及（如适用）联交所的豁免，包括但不限于上市规则第 8.08 条）（被第 19A.13A 条修订并取代）低于上市规则第 8.08 条（被第 19A.13A 条修订并取代）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。投资者同意于获悉上述任何情况，将书面通知公司、联席保荐人及整体协调人。

5.4 投资者同意，投资者乃基于自营投资持有公司的股本，应公司、联席保荐人及/或整体协调人的合理请求，投资者将向公司、联席保荐人及/或整体协调人提供合理的证据，证明投资者乃基于自营投资持有公司的股本。投资者不得，且应促使其控股股东、联系人及彼等各自的实益拥有人均不得，在全球发售中通过簿记建档流程申请或订购 H 股股份（投资者股份除外）或在香港公开发售中申请 H 股股份。

5.5 投资者及其联属人士、董事、监事、高级职员、雇员或代理未曾并且不得（直接或间接）与公司、公司的单一最大股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、雇员或代理签订任何违反或抵触上市规则（包括上市指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何附函）。

6. 承认、声明、承诺及保证

6.1 投资者向公司、联席保荐人及整体协调人各自承认、同意及确认：

(a) 公司、联席保荐人、整体协调人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或无法完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者承担任何责任；

- (b) 本协议及投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及于公司网站及联交所网站作为展示文件的重大合约；
- (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公司、中国证监会、联交所、香港证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露，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) 发售价将仅由公司与整体协调人（代表其自身以及国际发售的其他承销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及/或其联属人士以国际发售的国际承销商的国际代表的身份认购；
- (f) 投资者将根据公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份，并受其规限；
- (g) 投资者股份的数目可能受根据上市规则第 18 项应用指引及上市指南第 4.14 章在国际发售与香港公开发售之间的重新分配 H 股股份，或联交所可能批准及不时适用于公司的其他比例影响；
- (h) 公司、联席保荐人及整体协调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) 8.08(3)条（该条订明，于上市日期公众持股中最多 50%可由前三大公众股东实益拥有）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）或联交所另行豁免的公众持股量规定；及(iii)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；
- (i) 投资者不是公司的现有股东、关连人士或联属人士，并且不代表前述任何人士行事；
- (j) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，公司、联席保荐人及/或整体协调人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 公司、联席保荐人、整体协调人及其各自的附属公司、代理人、董事、监事、雇员或联属人士以及任何其他全球发售的参与方均不对因获取投资者股份或与投资者股份的任何交易相关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不能直接或间接在美国或向美国人士或为美国人士的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明

或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不能直接或间接在其他任何司法权区发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；

- (m) 其理解及同意投资者股份的转让仅可根据 S 规例，在美国境外在「离岸交易」（定义见 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法权区的任何适用证券法律进行，且任何代表投资者股份的任何股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，公司、联席保荐人、整体协调人或国际发售的任何国际承销商及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (o) 除第 5.2 条规定者外，在投资者股份由投资者的附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (p) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
 - (i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；
 - (ii) 应以其最大努力确保其（已获根据第 6.1(p) 条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及
 - (iii) 不得并应确保其（已获根据第 6.1(p) 条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股股份或公司或其联属人士或联系人的其他证券或衍生工具；
- (q) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其/彼等各自的代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖该等信息及材料。为免生疑问：
 - (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已

向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；

- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (r) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (s) 投资者并非因以下原因而获得投资者股份，且投资者及其联属人士或任何代表其或彼等人士并无参与或将不会参与 (i) 任何定向销售活动（根据 S 规例的定义），或 (ii) 任何与投资者股份相关的一般招揽或一般广告（根据证券法下 D 规例第 502(c)条的定义）；
- (t) 其已获提供其认为对评估认购投资者股份的利弊及风险属必需及适宜的所有信息，已获提供机会向公司、联席保荐人及整体协调人提出有关公司、投资者股份及其认为对评估认购投资者股份的利弊及风险属必需及适宜的其他相关事项的问题并获得公司、联席保荐人或整体协调人的回答，公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (u) 在作出投资决定时，投资者已经并将仅依赖公司发出的国际发售通函所载的信息，而不依赖公司、联席保荐人及/或整体协调人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，公司、联席保荐人、整体协调人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，公司、联席保荐人、整体协调人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (v) 联席保荐人、整体协调人、全球发售的其他承销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的利弊、认购、购买或发售该等股份或公司或集团成员的业务、运营、前景、状况（不论财务或其

他)或与之相关的任何其他事项的保证、声明或建议(最终国际发售通函所载者除外);公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的利弊、认购、购买或发售该等股份或公司或集团成员的业务、运营、前景、状况(不论财务或其他)或与之相关的任何其他事项的保证、声明或建议;

- (w) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置(不论直接或间接)其为或将为(不论直接或间接)或公司的招股章程显示其为实益拥有人的任何相关股份的所有限制(如有);
- (x) 其已自行开展关于公司、集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查,并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议(包括税务、监管、金融、会计、法律、货币及其他建议):与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性,并未依赖且无权依赖由或代表公司、联席保荐人、整体协调人或其他承销商获得或开展的关于全球发售的任何建议(包括税务、监管、金融、会计、法律、货币及其他建议)、尽职调查审查或调查或其他建议或慰藉(视情况而定),公司、联席保荐人、整体协调人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责;
- (y) 其理解,投资者股份当前并无公开市场,且公司、联席保荐人、整体协调人、全球发售的承销商及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、代表、联系人、合伙人和顾问以及其他全球发售参与方并未作出关于投资者股份将存在公开市场的保证;
- (z) 若全球发售因任何原因延迟、终止或未能完成,公司、联席保荐人、整体协调人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表均无需对投资者或其附属公司承担任何责任;
- (aa) 公司及整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目; (ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权;及(iii)其他调整或重新分配所发售的 H 股、公开文件中列出的指示性发售价范围以及联交所批准并符合适用法律的发售价;
- (bb) 投资者已同意,投资总额及相关经纪费及征税的付款应于上市日上午八时正支付;
- (cc) 投资者与公司、公司任何股东、联席保荐人及/或整体协调人之间,除本协议外,并未签订其他与全球发售相关的协议;
- (dd) 任何不符合本协议限制的要约、出售、质押或其他转让,公司将不予承认相关股份;

- (ee) 任何 H 股股份的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、其他证券法律及任何认可证券交易所的任何其他适用法律对股份交易的限制；及
- (ff) 如果投资者通过合格境内机构投资者（“**QDII**”）进行本协议下的投资，投资者无条件且不可撤销地向公司、联席保荐人和整体协调人承诺并保证：
 - (i) 投资者将确保 QDII 受本协议产生的、在本协议下或与本协议相关的所有义务、承诺、声明、保证、赔偿和责任的约束（包括声明和保证 QDII (a) 不是且不会成为一名美国人士；(b) 位于美国境外；以及 (c) 根据证券法下 S 规例在离岸交易中获取投资者股份（“**投资者义务**”））；及
 - (ii) 投资者将确保并无条件且不可撤销地向公司、联席保荐人和整体协调人保证 QDII 将适当且按时履行和遵守所有投资者义务。

6.2 投资者向公司、联席保荐人及整体协调人进一步陈述、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 投资者有资格接收和使用本协议下的信息（其中包括本协议、招股说明书草稿和初步发售通函草稿），这些信息不会违反适用于该投资者的所有法律，也不会在该投资者所在的司法管辖区内需要任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，投资者履行其在本协议下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束，除第 3.1 条规定的条件外；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 投资者已经获得根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」），该等批准已生效且未被撤销、撤回或废止，且无任何未履行的先决条件。投资者进一步同意及承诺，若任何该等批准因任何原因不再具有完全效力或被撤销、撤回或废止，将立即以书面形式通知公司、联席保荐人及整体协调人；

- (h) 投资者签署及交付本协议、投资者履行本协议及投资者认购投资者股份及完成本协议所述交易不会抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已遵守且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按具有管辖权的机构或主体或证券交易所的规定，应要求及时直接或间接通过公司、联席保荐人及/或整体协调人向联交所、香港证监会、中国证监会及/或其他政府、公共、货币或监管部门或机构或证券交易所（统称「**监管机构**」）提供资料或促使或促成他人提供资料，并在各种情况下，根据适用法律或任何监管机构不时所要求，同意及赞成披露该等资料（包括但不限于(i)投资者及其最终实益拥有人的身份信息，及/或发出有关认购投资者股份的指示的最终负责人的身份信息（包括但不限于其各自的名称和注册地点）；(ii)本协议项下的拟议交易（包括但不限于本协议项下的投资者股份认购详情、投资者股份数量、投资总额以及禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品以及有关详情（包括但不限于认购者及其最终实益拥有人以及该等掉期安排或其他金融或投资产品的提供者的身份信息）；及/或(iv)投资者或其实益拥有人和联系人，与公司及其任何股东之间的任何关联关系）（统称「**投资者相关信息**」）。投资者进一步授权公司、联席保荐人、整体协调人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表，根据上市规则、适用法律或任何相关监管机构的规定向监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的利弊及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有丰富经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非联席保荐人、整体协调人及资本市场中介人或承销商的客户；
- (l) 其作为主事人为自身利益、以投资为目的及以自营投资基准认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任公司董事或高级职员；
- (m) 如果认购投资者股份发生在美国境外，则按照 S 规例中定义的「离岸交易」实施且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

- (o) 投资者、其实益拥有人及/或联系人(i)为独立于公司的第三方；(ii)并非公司的关连人士（定义见上市规则）或联系人，且投资者认购投资者股份不会导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就公司的控制权而言，彼等在紧接本协议完成时将独立于公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)具有财务能力并将使用自有资金履行本协议项下的所有义务；(iv)并未直接或间接接受(a)公司任何核心关连人士（定义见上市规则）或(b)公司、公司或其任何附属公司的任何董事、监事、最高行政人员、主要股东或现有股东或彼等各自的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受公司任何该等人士就公司的证券的收购、处置、投资或其他处置接受该等核心关连人士的指示；及(v)与公司或其任何股东并无任何关联关系，除非另以书面形式向公司、联席保荐人及整体协调人披露；
- (p) 投资者将通过香港结算的 FINI 系统提供提交给联交所和香港结算的所需信息，并确保投资者提供的所有信息在所有重要方面都是真实、完整和准确的，并且这些信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露。
- (q) 投资者将使用其自有资金认购投资者股份，并且未获得也不打算获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (r) 投资者、其实益拥有人及/或联系人并非全球发售的任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、承销商、牵头经纪人或任何分销商的「关连客户」。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (s) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (t) 投资者、其实益拥有人或彼等各自的联系人均非公司或其联系人的董事（包括在前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人；
- (u) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在公司配发结果公告中识别的任何承配人组别；

- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章的规定；
- (x) 投资者及其紧密联系人（具有上市规则赋予的含义）在公司已发行股本中的总持股比例（直接和间接）不应导致公司公众持有的证券总额（具有上市规则赋予的含义）低于上市规则要求的百分比或联交所批准的其他百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以公司任何关连人士、联席保荐人、整体协调人或全球发售的任何承销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (z) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (aa) 除先前向公司、联席保荐人及整体协调人书面披露者外，投资者、其实益拥有人及/或联系人并无订立且不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；及
- (bb) 除本协议外，投资者或其任何联系人均未申请或获配发，也不会通过簿记建档程序申请或获配发全球发售下的任何 H 股。

6.3 投资者向公司、联席保荐人及整体协调人声明及保证，附录 2 所载的与其及其集团成员公司有关的描述在所有方面属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若公司、联席保荐人及整体协调人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附录 2 所载的描述）载入公开文件、营销及路演材料及公司、联席保荐人及/或整体协调人就全球发售可能发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或公司、联席保荐人及/或整体协调人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

6.4 投资者理解，载于第 6.1 条和第 6.2 条的同意、陈述、保证、承诺、确认和承认可能须根据香港法律及美国证券法律及其他法规提供。投资者承认，公司、联席保荐人、整体协调人、全球发售的其他承销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、陈述及承认的真实性、

完整性及准确性，投资者同意，若任何该等保证、承诺、陈述及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知公司、联席保荐人及整体协调人。

- 6.5 投资者同意及承诺，对于公司、联席保荐人、整体协调人及全球发售的其他承销商]（代表其自身及彼等各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、职员、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其高级职员、董事、监事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的同意、陈述、保证、承诺（视情况而定）应解释为单独的同意、陈述、保证、承诺，并应视为在上市日及延迟交割日（如适用）再次作出。
- 6.7 公司声明、保证及承诺：
- (a) 其已根据中国法律注册成立并有效存续；
 - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
 - (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；
 - (d) 公司、公司的单一最大股东、本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理均未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括上市指南第 4.15 章）的协议或安排（包括任何附函）；及
 - (e) 除本协议规定者外，本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
- 6.8 公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.6 或 4.7 条终止；
- (b) 若投资者在国际发售完成日期或之前或延迟交割日（如适用）或之前严重地违反本协议（包括投资者（或根据第 5.2 条转让投资者股份的情形下的全资附属公司）严重地违反在本协议项下作出的陈述、保证、承诺及确认），公司或任一联席保荐人及整体协调人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。尽管有上述规定，第 6.5 条和投资者给予的弥偿在本协议终止后仍然有效。

8 公告及机密性

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

- (a) 由任一方向联交所、香港证监会、中国证监会及/或公司、联席保荐人及/或整体协调人受其管辖的其他监管机构披露，投资者的背景信息以及公司与投资者之间的关系可载入由公司或代表公司发布的公开文件及公司、联席保荐人及/或整体协调人就全球发售可能发布或代其发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该一方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该一方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或任何附属事项的其他提述或披露，除非投资者已事先咨询公司、联席保荐人及整体协调人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

- 8.3 公司应以其合理努力，在发布前在公开文件中提供任何与本协议、公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合公司、联席保荐人及整体协调人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向公司、联席保荐人及整体协调人及彼等各自的顾问提供任何意见和验证文件。
- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供公司或、联席保荐人及整体协调人合理要求的与其、其拥有权（包括最终实益拥有权）、其与公司的关系有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使公司能够遵守有管辖权的监管机构（包括联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 0 条规定的方式向以下地址交付：

若发送至公司，则发送至：

地址：	安徽省芜湖市经济技术开发区长春路 8 号
电邮：	chenglijuan@mychery.com
传真：	05535923838
收件人：	程琰娟

若发送至投资者，则发送至：

地址：	北京市朝阳区建国门外大街 6 号大家保险大厦
电邮：	WANGHUI17@djbx.com
传真：	不适用
收件人：	王辉

若发送至中金公司，则发送至：

地址：	香港中环港景街 1 号国际金融中心 1 期 29 楼
电邮：	ib_spring_2025@cicc.com.cn
传真：	+852 2872 2100
收件人：	Project Spring deal team

若发送至华泰金控，则发送至：

地址：	香港中环皇后大道中 99 号中环中心 62 楼
电邮：	projectspring2024@htsc.com
收件人：	ECM

若发送至广发融资及广发证券（香港）经纪，则发送至：

地址：香港湾仔骆克道 81 号广发大厦 27 楼
电邮：projectspring2024_WG@gfgroup.com.hk
传真：+852 2907 6178
收件人：俞慧，刘珀豪，李梦旻（广发融资）
张效良，陈思佳（广发证券（香港）经纪）

若发送至中信里昂，则发送至：

地址：香港金钟道 88 号太古广场第一期 18 楼
电邮：projectspring2025@clsa.com
project_spring2025@citics.com
传真：+852 2868 0189
收件人：Juncheng Yang (Juncheng.yang@clsa.com)

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真、电子邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送且未收到未送达通知之时，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄四十八(48)小时后（在通过航空邮寄发送的情况下，则在六(6)日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议所载联席保荐人及整体协调人各自的义务为各别（而非共同或共同与各别）。倘任何联席保荐人或整体协调人未能履行其在本协议项下的义务，其他联席保荐人或整体协调人概不负责，且该等未能履行其义务将不会影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，联席保荐人及整体协调人各自有权单独或共同强制执行其在本协议项下的任何或全部权利。
- 10.3 除有明显错误外，公司及整体协调人为本协议目的就投资者股份数目、发售价以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、公司、联席保荐人及整体协调人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，本协议的任何变更或变更均无需事先通知非协议各方的任何人员或征得其同意。

- 10.6 本协议仅以中文签署。
- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税（如有）应由相关转让人/卖家及相关受让人/买家均摊。
- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以共同书面协议方式延展。
- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 本协议构成各方关于投资者对公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11(a)分条所述人士同意。
- 10.12 任一联席保荐人及整体协调人有权且特此获授权将其任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该联席保荐人或整体协调人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.13 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面属于或变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

- (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或延迟交割日（如适用）或之前违反任何保证，则公司、联席保荐人及整体协调人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 10.18 承认美国特别处理机制
- (a) 如果任何属于被涵盖实体的任何一方根据美国特别处理机制受到诉讼程序的约束，则对于该方在本协议及其在本协议中的任何权益和义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议、及任何该等权益和义务受美国或美国某州法律的管辖）。
- (b) 当任何一方属于被涵盖实体或 BHC 法案联属人士受制于美国特别处理机制下的任何程序时，对于本协议下可就该方行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。
- (c) 本协议中使用的术语定义如下：
- (i) “**BHC 法案联属人士**” 具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；
- (ii) “**被涵盖实体**” 指以下任何一种：
- (A) 《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“**被涵盖实体**”；
- (B) 《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“**被涵盖银行**”；或
- (C) 《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“**被涵盖的 FSI**”；
- (iii) “**违约权利**” 具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；及

- (iv) “美国特别处理机制”指以下任何一项：(i)《联邦存款保险法》及根据其颁布的法规及(ii)《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及根据其颁布的法规。

11 管辖法律及司法权区

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

12 豁免权

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

13 副本

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

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

奇瑞汽车股份有限公司

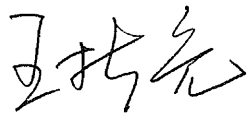


姓名：张国忠

职衔：执行董事、常务副总裁

为及代表

大家人寿保险股份有限公司



姓名：王新亮

职衔：权益投资部总经理

为及代表

中国国际金融香港证券有限公司



姓名：梁锦

职衔：董事总经理

为及代表

华泰金融控股(香港)有限公司

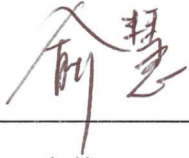
A handwritten signature in black ink, consisting of stylized cursive characters, positioned above a horizontal line.

姓名：黄志明

职衔：执行董事

为及代表

广发融资（香港）有限公司

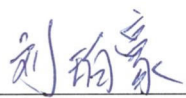


姓名：俞慧

职衔：董事总经理

为及代表

广发融资（香港）有限公司

Handwritten signature of Liu Bohao in blue ink, positioned above a horizontal line.

姓名：刘珀豪

职衔：董事

为及代表

广发证券（香港）经纪有限公司

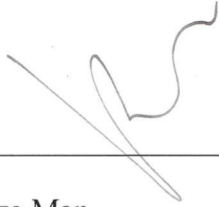


姓名： 阎明

职衔： 董事总经理

为及代表

中信里昂证券有限公司

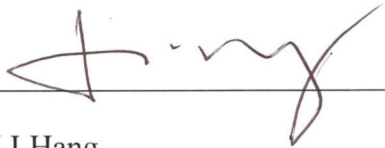
A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a horizontal line.

姓名： Wong Sze Man

职衔： Director

为及代表

中信里昂证券有限公司



姓名： LI Hang

职衔： Managing Director

附录 1

投资者股份

投资者股份数目

投资者股份数目应等于(1)33,000,000 美元的等值港元（按照招股书所披露的港元兑换美元的收市汇率计算）（不包括投资者将就投资者股份支付的经纪费及征税）除以(2)发售价所得数目（向下取整至最接近的一整手 100 股 H 股股份）。

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），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的 H 股股份重新分配的影响。倘香港公开发售中的 H 股股份需求总量属于公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。

联席保荐人、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，从而满足上市规则的相关要求，包括但不限于：(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%）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定的最低公众持股量要求或获豁免的其他要求；(iii) 上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；或(iv)上市规则第 18 项应用指引第 3.2 段规定，全球发售中发售股份总数的至少 40%必须分配予配售部分的投资者（不包括基石投资者）。此外，联席保荐人、整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股票证券的配售指引）。

附录 2

投资者详情

投资者

注册成立地点：	北京市朝阳区建国门外大街 6 号 10 层 1002
公司注册证书编号：	不适用
商业登记号码：	91110000556828452N
LEI 号码：	300300F2002511000028
营业地址、电话号码及联系人：	北京市朝阳区建国门外大街 6 号大家保险大厦， 13070175851，王辉
主要活动：	大家人寿保险股份有限公司主要经营人寿保险、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以及经国家金融监督管理总局批准的其他业务。公司是大家保险集团旗下专业寿险子公司，通过集团综合化经营平台，为个人及团体提供涵盖生存、养老、疾病、医疗、身故、残疾等保障范围的多种产品，全面满足客户在人身保险领域的保险保障需求。
最终控股股东：	中国保险保障基金有限责任公司
最终控股股东的注册成立地点：	北京市西城区太平桥大街 18 号 17 层、1501-05 至 08 单元
最终控股股东的商业登记号码：	911100007109355139
最终控股股东的 LEI 号码：	不适用
最终控股股东的主要活动：	筹集、管理和运作保险保障基金；监测、评估保险业风险；参与保险业风险处置；管理和处分受偿资产；国务院批准的其他业务。（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。）
股东及持有的权益：	大家保险集团有限责任公司直接持有大家人寿 99.984% 的股份，为大家人寿的控股股东。
待插入招股章程的投资者描述：	大家人寿保险股份有限公司（「 大家人寿 」）为一家专业人寿保险公司，并为大家保险集团的附属公司，大家保险集团最终由中国保险保障基金有限责任公司（「 中国保险公司 」）控制。中国保险公司由中华人民共和国财政部全资拥有。大家人寿于 2010 年 6 月成

立，总部位于北京，注册资本为人民币 307.9 亿元并主要从事人寿保险、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以及国家金融监督管理总局批准的其他业务。目前，大家人寿共有 19 家省级分支机构营业。

Dajia Life Insurance Co., Ltd. (“**Dajia Life**”) is a professional life insurance company which is a subsidiary of Dajia Insurance Group, which is ultimately controlled by China Insurance Security Fund Company Limited (“**China Insurance Company**”). China Insurance Company is wholly owned by the Ministry of Finance of the People’ s Republic of China. Established in June 2010 and headquartered in Beijing, Dajia Life has a registered capital of RMB30.79 billion and mainly engages in various personal insurance businesses such as life insurance, health insurance, accident insurance, reinsurance business of the above-mentioned businesses, and other businesses approved by the National Financial Regulatory Administration. Currently, Dajia Life has a total of 19 provincial-level branches in operation.

相关投资者类别（如需要包含在联交所的 FINI 承配人名单模板或要求披露在与承配人有关的 FINI 界面）：

基石投资者

SEPTEMBER 13, 2025

CHERY AUTOMOBILE CO., LTD.

AND

MARTIS FUND, L.P.

AND

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

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

AND

GF CAPITAL (HONG KONG) LIMITED

AND

GF SECURITIES (HONG KONG) BROKERAGE LIMITED

AND

CLSA LIMITED

CORNERSTONE INVESTMENT AGREEMENT

TABLE OF CONTENTS

<u>Clause</u>		<u>Page</u>
1	DEFINITIONS AND INTERPRETATIONS	4
2	INVESTMENT	9
3	CLOSING CONDITIONS	9
4	CLOSING	11
5	RESTRICTIONS ON THE INVESTOR	13
6	ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES	14
7	TERMINATION	25
8	ANNOUNCEMENTS AND CONFIDENTIALITY	26
9	NOTICES	27
10	GENERAL	28
11	GOVERNING LAW AND JURISDICTION	31
12	IMMUNITY	31
13	PROCESS AGENT	32
14	COUNTERPARTS	32
SCHEDULE 1 INVESTOR SHARES		42
SCHEDULE 2 PARTICULARS OF INVESTOR		43

THIS AGREEMENT (this “Agreement”) is made on September 13, 2025

BETWEEN:

- (1) **Chery Automobile Co., Ltd.**, a joint-stock company incorporated in the PRC, whose registered office is at No. 8, Changchun Road, Economic Technology and Development Area, Wuhu, Anhui, PRC (the “**Company**”);
- (2) **Martis Fund, L.P.**, an exempted limited partnership incorporated in the Cayman Islands whose registered office is at Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands (the “**Investor**”);
- (3) **China International Capital Corporation Hong Kong Securities Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 29/F, One International Finance Centre, 1 Harbor View Street, Central, Hong Kong (“**CICC**”);
- (4) **Huatai Financial Holdings (Hong Kong) Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 62/F, the Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”);
- (5) **GF Capital (Hong Kong) Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Capital**” and CICC and Huatai together, the “**Joint Sponsors**” and each a “**Joint Sponsor**”);
- (6) **GF Securities (Hong Kong) Brokerage Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Securities (Hong Kong) Brokerage**”); and
- (7) **CLSA Limited**, a company incorporated under the laws of Hong Kong with limited liability, whose principal place of business in Hong Kong is at 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**” and CICC, Huatai and GF Securities (Hong Kong) Brokerage together, the “**Overall Coordinators**” and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for listing of its H shares on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for the subscription of 29,739,700 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of 267,657,300 H Shares (subject to reallocation and the Over-allotment Option) outside the United States (including to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) CICC, Huatai and GF Capital are acting as the joint sponsors, and CICC, Huatai, GF Securities (Hong Kong) Brokerage and CLSA are acting as the overall coordinators and capital market intermediaries of the Global Offering.

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

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

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

“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 under the Listing Rules);

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

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

“Closing” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“CMI(s)” 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 for Persons Licensed by or Registered with the SFC;

“Companies Ordinance” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

“Companies (Winding Up and Miscellaneous Provisions) Ordinance” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong);

“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);

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

“CSRC” means the China Securities Regulatory Commission;

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

“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 Overall Coordinators 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 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 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 of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing 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;

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

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

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

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

“Group” means the Company and its subsidiaries;

“H Shares” means the overseas listed foreign share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which will be subscribed for and traded in HK dollars and listed on the Stock Exchange;

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

“HKSCC” Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited;

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

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

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

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

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

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

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

“Investor Shares” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the 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 aggregate of 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 H 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, supplemented or otherwise modified from time to time;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**ultimate beneficial owner(s)**” mean(s) Pulsating Star GP Limited, being the general partner of the Investor, and Mr. Eric Li, who ultimately controls Pulsating Star GP Limited; for the avoidance of any doubt, the Investor confirms that no limited partner holds more than 30% partnership interest in the Investor;

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

- (h) 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);
- (i) 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
- (j) 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 waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) 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 international 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 Overall Coordinators 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 (for themselves and on behalf of 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 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 pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) 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 Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H 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, acknowledgements, undertakings and confirmations of the Investor under this Agreement are accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

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

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action

against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors, officers, employees, staff, associates, partners, agents, advisors 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 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 international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, subject to clause 4.3, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that, in the opinion of the Company, the Joint Sponsors and the Overall Coordinators, (a) the requirement under Rule 8.08(3) of the Listing Rules (stipulating that no more than 50% of the H Shares in public hands can be beneficially owned by the three largest public shareholders of the Company); (b) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; and/or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules, cannot be complied with on the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall have the right to, in their sole and absolute discretion, adjust the allocation of the number of Investor Shares to be subscribed for by the Investor to ensure compliance with the Listing Rules (subject to any such waiver granted by the Stock Exchange).

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on 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 one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 If the Overall Coordinators in their 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 Overall Coordinators 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. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors 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

Overall Coordinators in writing no later than two (2) 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 Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
- 4.6 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 Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the related Brokerage and Levies in full in accordance with clause 6.5.
- 4.7 Neither the Company, the Joint Sponsors and the Overall Coordinators, nor their respective affiliates shall be liable for any failure or delay in performing their respective obligations under this Agreement due to circumstances beyond their control, including but not limited to acts of God, pandemics, outbreaks of diseases or epidemics (including without limitation to avian influenza, severe acute respiratory syndrome (SARS), H1N1 influenza, H5N1, MERS, Ebola virus, monkeypox, and COVID-19), declarations of a state of emergency at the national, international, or regional level, disasters, crises, economic sanctions, explosions, earthquakes, volcanic eruptions, major transportation disruptions, paralysis of government operations, public disorder, political instability, threats or escalation of hostilities, war (whether declared or not), terrorism, fires, riots, insurrections, civil commotions, strikes, lockouts, other industrial actions, widespread power or other utility failures, aircraft collisions, technical failures, accidents or mechanical/electrical breakdowns, computer malfunctions or failures of any monetary transmission systems, embargoes, labour disputes, changes in any existing or future laws, or any existing or future acts of governmental authorities or similar events. In such event, they shall each have the right to terminate this Agreement, and the Company, the Joint Sponsors and the Overall Coordinators reserve the right to terminate this Agreement at their sole discretion. In such event, all obligations and liabilities of the Company, the Joint Sponsors and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.
- 4.8 In the event that the requirement pursuant to Rules 8.08(1) (as amended and replaced by Rule 19A.13A) and 8.08(3) of the Listing Rules in relation to Shares held by the public cannot be satisfied on or after the Listing Date, the Company and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirements pursuant to Rules 8.08(1) (as amended and replaced by Rule 19A.13A) and 8.08(3) of the Listing Rules.

5 RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clauses 5.2 and 5.6, the Investor agrees, covenants with and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of the relevant subsidiary (including but not limited to the place of incorporation, company registration number and business registration number), its relationship with the Investor and the business of such subsidiary, and such evidence to prove the prospective transferee is the wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may reasonably require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
 - (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
 - (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to be bound by the Investor’s obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

- (f) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.
- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “**substantial shareholder**”) of the Company’s entire issued share capital on the Listing Date and the Investor undertakes to notify the Company in reasonable time if the Investor becomes aware that the aggregate holding of the Investor and its close associates in the total issued share capital of the Company will reach 10% or more of the Company’s entire issued share capital at such time.
- 5.4 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. The Investor shall not, and shall use reasonable efforts to procure that none of its controlling shareholder(s), associates, their respective ultimate beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.
- 5.5 The Investor and its affiliates, directors, supervisor, officers, employees or (to its actual knowledge and information upon enquiries and to the extent engaged for the purpose of the Global Offering) agents have not entered into and shall not, directly or indirectly enter into any arrangement or agreement, including but not limited to, any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the single largest shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents.
- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription for the Investor Shares.

6 ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) 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 and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display on the websites of the Company and the Stock Exchange in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules, provided that any disclosure referring to the Investor will be provided to the Investor for review and confirmation prior to their respective publication. In this connection, the Investor will furnish all such information the Joint Sponsors and the Overall Coordinators and as is required for the purpose of facilitating Joint Sponsors and the Overall Coordinators in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (including but not limited to, conducting due diligence enquiries on the Investor);
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by agreement between the Company and the Overall Coordinators (each for themselves and on behalf of the international underwriters of the relevant portion of the International Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of H 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;
- (h) the Company, the Joint Sponsors and the Overall Coordinators may, at the sole and absolute discretion, adjust the allocation of the number of Investor Shares to comply with including (1) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, (2) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (3) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, and (4) the minimum allocation to investors in the placing tranche (other than cornerstone investors) under paragraph 3.2 of Practice Note 18 to the Listing Rules;

- (i) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) neither the Company, the Joint Sponsors, the Overall Coordinators nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility for any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) 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 under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (p) 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, officers, employees, advisers, representatives and direct or indirect limited partners (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with

this clause 6.1(p) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will use its reasonable efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (s) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its 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) with respect to the Investor Shares;
- (t) the Investor has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint

Sponsors and the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and the representations from the Company contained in this Agreement, and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors and/or the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors and/or the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained the International Offering Circular;
- (v) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;
- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or

comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the other underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of or in relation to any dealings in the Investor Shares;

- (y) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the underwriters of the Global Offering and their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, representatives, associates, partners and advisers, and parties involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;
- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the indicative offer price range set forth in the Public Documents and the Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date;
- (cc) there are no other agreements in place between the Investor on the one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement entered into by and between the Investor and the Company;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (ee) any trading in H Shares shall be subject to compliance with applicable laws, including restrictions on the trading of shares imposed by the SFO, Listing Rules, the Securities Act, securities laws, and any other applicable laws of any recognized stock exchanges; and

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

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

- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to such investor or would require any registration or licensing within the jurisdiction that such investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Joint Sponsors and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares (as the case may be) will not contravene or result in a contravention by the Investor (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority or court having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the acquisition of the Investor Shares (including, without limitation, their respective names

and places of incorporation) , except for the identity information of limited partners of the Investor whose respective partnership interest in the Investor is less than 30%; (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its ultimate beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the **“Investor-related Information”**) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators, provided that the Company, the Overall Coordinators and the Joint Sponsors agree to provide the draft disclosure in the Prospectus disclosing the Investor-related Information to the Investor for review and confirmation;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, except for the maintenance of a trading account and the research services provided, it is not a client of any of the Joint Sponsors, the Overall Coordinators and CMI's or the underwriters in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and the Investor’s ultimate beneficial owner(s), and their respective associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its ultimate beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or

agreements referred to in this Agreement and will, immediately after the completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; and (iv) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (p) to the actual knowledge and information upon enquiries of the Investor, the Investor and its ultimate beneficial owner(s), and their respective associates are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company;
- (q) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through HKSCC's FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (r) the Investor will subscribe for the Investor Shares using its own funds and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (s) each of the Investor, and to the actual knowledge and information upon enquiries of the Investor, its ultimate beneficial owner(s) and/or their respective associates, is not a **"connected client"** of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the CMIs, 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;
- (t) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term **"discretionary managed portfolio"** shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (u) neither the Investor, its ultimate beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (v) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its ultimate beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor" or "Non-SFC Authorised Fund") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

- (w) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (x) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;
- (y) the aggregate holding (direct and 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;
- (z) unless otherwise disclosed by the Investor, to the actual knowledge and information upon enquiries of the Investor, none of the Investor, its respective ultimate beneficial owner(s) and their respective associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, 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;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its ultimate 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; and
- (cc) none of the Investor or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement or as otherwise notified to the Company, the Joint Sponsors or the Overall Coordinators and permitted under the applicable Laws or by the Stock Exchange.

6.3 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), provided that the Company, the Overall Coordinators and/or the Joint Sponsors has provided the disclosure relating to the Investor in the Public Documents, marketing and roadshow materials and such other announcements to the Investor for review and prior confirmation (where such material or announcement contains express reference to the Investor), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 1) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the

Overall Coordinators. The Investor undertakes promptly to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may be reasonably requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the agreements, representations, warranties, undertakings, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if on or prior to the Listing Date, any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith, provided that the indemnification in this clause 6.5 shall not apply to such Losses of any Indemnified Party to the extent that such Losses have been finally judicially determined by a court/arbitration panel of competent jurisdiction to have been caused solely and directly by the gross negligence, willful misconduct or fraud of such Indemnified Party.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4, 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.
- 6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of PRC;
 - (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 legal, valid and binding obligations of it;
 - (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company and the single largest shareholder of the Company, any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Section 4.15 of the Listing Guide) with any of the Investor or its affiliates, directors, supervisors, officers, employees or agents; and
 - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

7 TERMINATION

- 7.1 This Agreement may be terminated:
- (a) in accordance with clauses 3.2, 4.6 or 4.7;
 - (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2 (including a material breach of the representations, warranties, undertakings and confirmations by the Investor 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 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

8 ANNOUNCEMENTS AND CONFIDENTIALITY

- 8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, 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 Joint Sponsors and/or the Overall Coordinators is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, provided that the Company, the Overall Coordinators and/or the Joint Sponsors has provided the disclosure relating to the Investor in the Public Documents, marketing and roadshow materials and such other announcements to the Investor for review and confirmation (where such material or announcement contains express reference to the Investor);
 - (b) to the legal and financial advisors, auditors, and other advisors, and direct or indirect limited partners, affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties and their affiliates 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, 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, officers and relevant employees, representatives and agents of the Party; and
 - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate in all material respects and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors, the Overall Coordinators and 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 ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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. 8 Changchun Road, Economic and Technological Development Zone, Wuhu, Anhui Province, the PRC

Facsimile: 05535923838

Email: chenglijuan@mychery.com

Attention: Ms. Cheng Lijuan

If to the Investor, to:

Address: 1/F, Flat B, Ka Wai Court, 50-52 Pau Chung Street, To Kwa Wan, Hong Kong

Email: notice@notice-scinvestment.com

Attention: Post-investment Management Department

If to CICC, to:

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

Facsimile: +852 2872 2100

Email: ib_spring_2025@cicc.com.cn

Attention: Project Spring (Spring 项目组)

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong

Email: projectspring2024@htsc.com

Attention: ECM

If to GF Capital and GF Securities (Hong Kong) Brokerage Limited to:

Address: 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong

Facsimile: +852 2907 6178

Email: projectspring2024_WG@gfgroup.com.hk

Attention: Vivien Yu, Patricio Lao, Erin Li (GF Capital);

Zhang Xiaoliang (张效良), Chen Sijia (陈思佳) (GF Securities (Hong Kong) Brokerage Limited)

If to CLSA to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Facsimile: +852 2868 0189

Email: projectspring2025@clsa.com; project_spring2025@citics.com;

Attention: Juncheng Yang (Juncheng.yang@clsa.com)

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10 GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.

- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. 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.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 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 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators 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 Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or

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

- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 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 Recognition of the U.S. Special Resolution Regimes:
- (a) In the event that any Party who is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
 - (b) In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
 - (c) As used herein,
 - (i) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
 - (ii) **“Covered Entity”** means any of the following:

- (A) a “**covered entity**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
 - (B) a “**covered bank**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
 - (C) a “**covered FSI**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).
- (iii) “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
 - (iv) “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

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, 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. There shall be three arbitrators and the language in the arbitration proceedings shall be Chinese. 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 PROCESS AGENT

- 13.1 The Investor irrevocably appoints Martis Fund, L.P. at 1/F, Flat B, Ka Wai Court, 50-52 Pau Chung Street, To Kwa Wan, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.
-

14 COUNTERPARTS

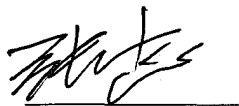
- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by 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:

Chery Automobile Co., Ltd

By:



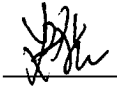
Name: Zhang Guozhong (张国忠)

Title: Executive Director, Executive Vice President

FOR AND ON BEHALF OF:

Martis Fund, L.P.

By:



Name: Jia Shi

Title: Director

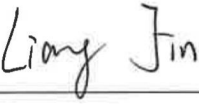
Pulsating Star GP Limited

In its capacity as general partner of
Martis Fund, L.P.

FOR AND ON BEHALF OF:

China International Capital Corporation Hong Kong Securities Limited

By:



Name: Liang Jin

Title: Managing Director

FOR AND ON BEHALF OF:

Huatai Financial Holdings (Hong Kong) Limited

By:

A handwritten signature in black ink, appearing to be 'JW', is written above a horizontal line.

Name: Jason Wong

Title: Executive Director

FOR AND ON BEHALF OF:

GF Capital (Hong Kong) Limited

By:

A handwritten signature in dark ink, appearing to read 'Vivien Yu', is written over a horizontal line.

Name: Vivien Yu

Title: Managing Director

FOR AND ON BEHALF OF:

GF Capital (Hong Kong) Limited

By:

A handwritten signature in blue ink, appearing to read 'Patricio Lau', is written above a horizontal line.

Name: Patricio Lau

Title: Director

FOR AND ON BEHALF OF:

GF Securities (Hong Kong) Brokerage Limited

By:

A handwritten signature in black ink, appearing to be 'Yan Ming', is written above a horizontal line.

Name: Yan Ming

Title: Managing Director

FOR AND ON BEHALF OF:

CLSA Limited

By:

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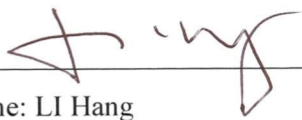
Name: Wong Sze Man

Title: Director

FOR AND ON BEHALF OF:

CLSA Limited

By:


A handwritten signature in dark ink, appearing to read 'LI Hang', is written over a horizontal line.

Name: LI Hang

Title: Managing Director

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 33 million (calculated using the closing US dollar: Hong Kong dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H 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 oversubscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - 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 Joint Sponsors, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (iii) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules, which provides that at least 40% of the total number of shares initially offered in the Global Offering must be allocated to investors in the placing tranche (other than cornerstone investors). Further, the Overall Coordinators 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 INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	108801
Business registration number:	N/A
LEI number:	254900N2VJTIC0T4VT26
Business address and telephone number and contact person:	Yuxiang Zhang +86 15213535868 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands
Principal activities:	Investment
Ultimate controlling shareholder:	Eric Li
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	N/A
Shareholder and interests held:	The general partner of Martis Fund, L.P. is Pulsating Star GP Limited. No limited partner holds more than 30% partner interest in Martis Fund, L.P.
Description of the Investor for insertion in the Prospectus:	Martis Fund, L.P. (“ Martis Fund ”) is an exempted limited partnership registered under the laws of Cayman Islands, focusing on healthcare, telecommunication, media, technology and consumer industries investment. The general partner of Martis Fund is Pulsating Star GP Limited, which is 100% ultimately controlled by Mr. Eric Li, being an Independent Third Party. No limited partner holds more than 30% partnership interest in Martis Fund. Mr. Eric Li is a Hong Kong citizen with extensive experience in the investment industry. Through several investment funds he ultimately controls, Mr. Eric Li focuses on the investment in healthcare, telecommunication, media, technology and consumer industries, and have successfully invested in several companies listed in Hong Kong, including Giant Biogene (stock code: 02367), WL Delicious (stock code: 09985) and SF Intra-City (stock code: 09699) as pre-IPO investor,

Guming (stock code: 01364) and Sanhua (stock code: 02050) as cornerstone investor.

Martis Fund, L.P. (「**Martis Fund**」) 为根据开曼群岛法律注册的获豁免有限合伙企业，专注于医疗保健、电信、媒体、科技及消费业投资。Martis Fund 的普通合伙人为 Pulsating Star GP Limited, Pulsating Star GP Limited 最终由独立第三方 Eric Li 先生控制 100%。并无有限合伙人持有 Martis Fund 的 30% 以上合伙权益。Eric Li 先生为香港公民，于投资行业拥有丰富经验。通过其最终控制的多个投资基金，Eric Li 先生专注于医疗保健、电信、媒体、科技及消费等行业的投资，并以首次公开发售前投资者身份成功投资多家香港上市公司，包括巨子生物（股份代号：02367）、卫龙美味（股份代号：09985）及顺丰同城（股份代号：09699），以及以基石投资者身份投资古茗（股份代号码：01364）及三花智控（股份代号：02050）。

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

Non-SFC authorised fund

基石投资协议

2025年9月13日

奇瑞汽车股份有限公司

及

国轩高科（香港）有限公司

及

国轩高科股份有限公司

及

中国国际金融香港证券有限公司

及

华泰金融控股（香港）有限公司

及

广发融资（香港）有限公司

及

广发证券（香港）经纪有限公司

及

中信里昂证券有限公司

目录

条款	页码
1. 定义和解释	4
2. 投资	8
3. 完成条件	9
4. 完成	10
5. 对投资者的限制	12
6. 承认、声明、承诺及保证	14
7 终止	23
8 担保	24
9 公告及机密性	25
10 通知	26
11 一般事项	27
12 管辖法律及司法权区	30
13 豁免权	30
14 法律文书代收人	30
15 副本	31
附录 1 投资者股份	42
附录 2 投资者详情	43

本协议（下文简称「本协议」）乃于 2025 年 9 月 13 日订立，

订约方：

1. 奇瑞汽车股份有限公司，一家在中国注册成立的股份有限公司，注册办事处位于中国安徽省芜湖市经济技术开发区长春路 8 号（下文简称「公司」）；
2. 国轩高科（香港）有限公司，一家在中国香港注册成立的有限公司，注册办事处位于香港新界沙田香港科学园科技大道东 5 号 5E 大楼 G 层 11-13 及 15-20 室（“投资者”）；
3. 国轩高科股份有限公司，一家在中国安徽省合肥市注册成立的股份有限公司，注册办事处位于合肥市包河区花园大道 566 号（下文简称「担保人」）；
4. 中国国际金融香港证券有限公司，主要营业地址位于香港中环港景街 1 号国际金融中心 1 期 29 楼（下文简称「中金公司」）；
5. 华泰金融控股（香港）有限公司，主要营业地址位于香港中环皇后大道中 99 号中环中心 62 楼（下文简称「华泰金控」）；
6. 广发融资（香港）有限公司，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发融资」，与中金公司、华泰金控合称为「联席保荐人」）；
7. 广发证券（香港）经纪有限公司，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发证券（香港）经纪」）；
8. 中信里昂证券有限公司，主要营业地址位于香港金钟道 88 号太古广场第一期 18 楼（下文简称「中信里昂」，与中金公司、华泰金控及广发证券（香港）经纪合称为「整体协调人」）。

鉴于：

- (A) 公司已申请通过全球发售方式（下文简称「全球发售」）在联交所（定义见下文）上市其 H 股股份（定义见下文），包括：
 - (i) 公司在香港公开发售其 29,739,700 股 H 股股份（可予重新分配）以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 公司有条件地配售 267,657,300 股 H 股股份（可予重新分配和视乎超额配售权行使与否而定）：在美国境外（包括向香港的专业及机构投资者根据 S 规例进行离岸交易或通过毋须受证券法登记规定规限的交易（下文简称「国际发售」）。
- (B) 中金公司、华泰金控及广发融资担任全球发售的联席保荐人。中金公司、华泰金控、广发证券（香港）经纪及中信里昂担任全球发售的整体协调人及资本市场中介人。

- (C) 投资者希望受限于及根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。
- (D) 作为公司、投资人、联席保荐人及整体协调人同意受本协议条款的约束的对价，担保人为保证投资者履行本协议，同意作为本协议订约方签订和肩负本协议并作出若干陈述、保证和承诺。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其序文和附录），除非文意另有要求，以下词汇和表达应具有以下含义：

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

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义；

「**经纪费**」指根据费用规则第 7(1)段的规定按投资总额 1%计算的经纪费（定义见上市规则）；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司设立及运作之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介人**」指公司为全球发售之目的而委任的资本市场中介人，应具有香港证监会持牌人或注册人操守准则中赋予的含义；

「**公司条例**」指公司条例（香港法例第 622 章）；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章）；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案规则赋予的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章）；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会；

「**中国证监会备案规则**」指中国证监会发布的境内企业境外发行证券和上市管理试行办法及支持指引，经不时修订、补充或另行修改；

「**延迟交割日**」指，在香港公开发售及国际发售的承销协议签订、成为无条件及并未终止的前提下，整体协调人根据第 4.3 条通知投资者的较后日期；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置任何法定或实益权益（包括设立或以协议设立或出售或授出或同意出售或授出任何期权、或订约购买、认购、出借或以其他方式转让或处置任何购买、认购、出借或以其他方式转让或处置或购买或同意购买任何期权、合约、认股权或出售权的认股权或权利），无论直接或间接、有条件或无条件，或设立任何性质的任何第三方权利、相关股份的任何法定或实益权益或任何其他可转换为或可行使或可交换该等相关股份的证券，或代表有权收取或定约收取该等相关股份（不论直接或间接且不论有条件或无条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；

「**费用规则**」具有上市规则赋予的含义；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

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

「**本集团**」指公司及其附属公司；

「**H 股**」指公司股本中每股面值人民币 1.00 元的境外上市外资股份，将于联交所上市及以港元认购和买卖；

「**港元**」指香港的法定货币；

「**香港结算**」指香港中央结算有限公司，香港交易及结算所有限公司的全资附属公司；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**受弥偿方**」具有第 6.5 条赋予的含义；

「**国际发售**」具有序文(A)赋予的含义；

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

「**投资者相关信息**」具有第 6.2(i)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股股份，该等股份数目将根据附录 1 计算，由公司及其整体协调人厘定；

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

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的适用交易征税）、联交所的 0.00565%交易费（或于上市日收取的适用交易征税）以及会财局的 0.00015%交易征费（或于上市日收取的适用交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股股份在联交所主板的初始上市日；

「**上市指南**」指联交所发布的新上市申请人指南，经不时修订、补充或另行修改；

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

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指 H 股股份将根据全球发售每股最终港元价格（不包括经纪费及征税）；

「**超额配售权**」具有国际发售通函赋予的含义；

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

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

「**初步发售通函**」指公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函，经不时修订、补充或另行修改；

「**专业投资者**」具有证券及期货条例附录 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者以其自有账户及投资目的进行的投资，而非代表任何第三方作为代理人行事，不论该投资是否为该投资者的任何股东或基金投资者谋取利益；

「**招股章程**」指公司就香港公开发售在香港发布的最终招股章程；

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

「**合资格机构买家**」具有序文(A)赋予的含义；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

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

「**144 规则**」指指证券法第 144 条；

「**证券法**」指美国 1933 年证券法，经不时修订、补充或另行修改；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章）；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有 S 规例第 902(k)条所规定的含义。

1.2 在本协议中，除非文意另有要求，否则：

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

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，投资者将通过整体协调人及/或其联属人士（作为国际发售相关部分的国际承销商的国际代表），按发售价认购，公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份；及

(b) 投资者将根据第 0 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者及担保人可通过在不晚于上市日前三(3)个营业日的时间书面通知公司、联席保荐人及整体协调人，通过身为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是 (i)非美国人士；(ii)位于美国境外；且(iii)按照 S 规则在离岸交易中购买投资者股份，前提是：

(a) 投资者须促使该全资附属公司在该日向公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及

(b) 投资者及担保人(i)无条件及不可撤销地向公司、联席保荐人及整体协调人保证该全资附属公司将适当及准时履行及遵循其在本协议项下的所有因本协议产生的、在本协议项下或与本协议相关的同意、义务、承诺、保证、陈述、弥偿、准许、承认、确认及契诺；及(ii)承诺将根据第 6.5 条应要求向各受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者及担保人在本第 2.2 条项下的义务构成应公司、联席保荐人或整体协调人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需公司、联席保荐人及整体协调人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 公司及整体协调人可根据第 4.3 条规定以其全权酌情决定在延迟交割日交付全部或部分投资者股份。

2.4 公司及整体协调人（代表其自身以及全球发售的其他承销商）将以彼等议定的方式厘定发售价。公司及整体协调人根据附录 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人共同豁免)方可作实：

(a) 香港公开发售及国际发售的承销协议在不晚于该等承销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一承销协议均未终止；

(b) 公司及整体协调人（代表其自身及全球发售的其他承销商）已议定发售价；

- (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
- (d) 任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者及担保人同意、陈述、认可、保证、承诺、确认及承认在所有方面均准确、真实及不具误导性，投资者及担保人并无重大违反本协议的行为。

- 3.2 若第 3.1 条所载的条件于本协议日期后一百八十天(180)天或之前（或公司、投资者、联席保荐人及整体协调人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免)，投资者认购投资者股份的义务以及公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业可行范围内尽快及在任何情况下不晚于本协议终止日期起计三十(30)天免息退还投资者，本协议将终止及不再生效，而公司、联席保荐人及/或整体协调人的所有义务及责任在向投资者作出悉数偿还将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者及担保人在截至本第 3.2 条所述日期的期间内对他们违反投资者及担保人根据本协议作出的同意、陈述、保证、承诺、确认及承认的行为进行纠正的权利。
- 3.3 投资者及担保人承认，无法保证全球发售将完成或将不会延迟完成或者终止，或发售价将在公开文件中载列的指示范围，若全球发售因任何原因未能于所述的日期及时间完成或根本无法完成或发售价超出公开文件载列的指示范围，公司、联席保荐人及/或整体协调人无需对投资者及担保人负责。投资者及担保人各自特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价超出公开文件载列的指示范围，提起针对公司、联席保荐人及/或整体协调人或其各自的联属人士、董事、监事、高级职员、雇员、员工、联系人、合伙人、代理人、顾问及代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或其联属人士）（作为国际发售相关部分的国际承销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按公司及整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守(a)上市规则第 8.08(3)条的规定（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%)；(b)上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定或联交所另行豁免的最低公众持股量规定；及/或(c)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则的规定。

- 4.2 投资者应于上市日上午八时正或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。
- 4.3 若整体协调人以彼唯一酌情决定，应于上市日之后的日期（「**延迟交割日**」）交割全部或任何部分投资者股份，整体协调人应(i) 于不晚于上市日前两(2)个营业日的时间书面通知投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两(2)个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配售权可予行使的最后一日之后三(3)个营业日。整体协调人的上述决定对投资者及担保人具有决定性和约束力。即使投资者股份将于延迟交割日交付投资者，投资者仍需根据第 0 条的规定为投资者股份付款。
- 4.4 待投资者股份的付款根据第 0 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于两(2)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），通过中央结算系统将投资者股份交付投资者。
- 4.5 在无损第 4.3 条规定的前提下，投资者股份的交付亦可以公司、联席保荐人及整体协调人及投资者书面议定的其他方式进行，惟投资者股份的付款和交付时间应不晚于超额配售权可被行使的最后一天后的三(3)个营业日。
- 4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，公司、联席保荐人及整体协调人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，公司、联席保荐人及整体协调人的所有义务及责任将终止（但无损公司、联席保荐人及整体协调人因投资者及担保人未能履行其在本协议下的义务而享有的针对投资者及担保人的申索）。对于受弥偿方因投资者或担保人未能根据第 6.5 条全额支付投资总额及相关经纪费和征税或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者及担保人各自应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.7 公司、联席保荐人及整体协调人及彼等各自的联属人士因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒、猴痘病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、

火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下各自的义务，彼等无需对未能或延迟履行本协议项下各自的义务承担任何责任（不论共同或各别），且彼等各自应有权终止本协议，在此情况下，公司、联席保荐人及整体协调人保留自行决定终止本协议的权利，且在此情况下，公司、联席保荐人及整体协调人的所有义务及责任应停止及终止；惟根据本第 4.7 条终止本协议不得影响任何一方在终止时或之前就本协议条款对其他方累积的权利或责任。

- 4.8 倘若于上市日或之后无法满足上市规则第 8.08(1)条（被第 19A.13C 条修订并取代）及 8.08(3)条有关公众持有的股份的规定，公司及整体协调人有权按其唯一及绝对酌情权调整投资者拟购买的投资者股份数目分配，以符合上市规则第 8.08(1)条（被第 19A.13C 条修订并取代）及 8.08(3)条的规定。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条及第 5.6 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）及担保人与公司、联席保荐人及整体协调人立约并承诺，在自上市日起六(6)个月期间（包含上市日，下文简称「**禁售期**」）的任何时间内，未经公司、联席保荐人及整体协调人事先书面同意，投资者不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；或(iii)直接或间接地订立与任何上述交易具有相同经济效果的交易。

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

- (a) 至少提前五个（5）个营业日向公司、联席保荐人及整体协调人提供该转让的书面通知，其中载列有关附属公司的身份详情（包括但不限于注册地、公司注册号及商业登记号）、其与投资者的关系及该附属公司的业务，并提供公司、联席保荐人和整体协调人合理要求的证明材料，以证明拟受让方是投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司已作出书面承诺（向公司、联席保荐人及整体协调人）作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意（且投资者及担保人承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应被视为已作出下文第 6 条规定的同意、陈述、保证、承诺、确认及承认；

- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同与各别地承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向公司、联席保荐人及整体协调人作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的同意、陈述、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同与各别地承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(i)非美国人士；(ii)位于美国境外；及(iii)将依赖 S 规例通过离岸交易获得相关股份。

- 5.3 投资者及担保人各自同意及承诺，除经公司、联席保荐人及整体协调人事先书面同意外，投资者、担保人及其各自的紧密联系人士于公司已发行股本总额中合共持有（直接及间接）持股总额应始终少于公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），并且投资者在上市日后的 12 个月内不会成为上市规则所指的公司核心关连人士。此外，投资者及其紧密联系人士（定义见上市规则）在公司已发行股本中的总持股比例合计（直接及间接）不应导致持有公司证券股本的公众人士（根据上市规则的规定及（如适用）联交所的豁免，包括但不限于上市规则第 8.08 条）（被第 19A.13A 条修订并取代）低于上市规则第 8.08 条（被第 19A.13A 条修订并取代）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。投资者同意于获悉上述任何情况，将书面通知公司、联席保荐人及整体协调人。
- 5.4 投资者及担保人各自同意，投资者乃基于自营投资持有公司的股本，应公司、联席保荐人及/或整体协调人的合理请求，投资者将向公司、联席保荐人及/或整体协调人提供合理的证据，证明投资者乃基于自营投资持有公司的股本。投资者不得、担保人应促使投资者不得，且投资者及担保人应促使其控股股东、联系人及彼等各自的实益拥有人均不得，在全球发售中通过簿记建档流程申请或订购 H 股股份（投资者股份除外）或在香港公开发售中申请 H 股股份。
- 5.5 投资者、担保人及其各自的联属人士、董事、监事、高级职员、雇员或代理未曾并且不得（直接或间接）与公司、公司的单一最大股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、雇员或代理签订任何违反或抵触上市规则（包括上市指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何附函）。
- 5.6 投资者将使用内部资源（而非通过外部融资）为认购投资者股份提供资金。

6. 承认、声明、承诺及保证

6.1 投资者及担保人共同及个别地向公司、联席保荐人及整体协调人各自承认、同意及确认：

- (a) 公司、联席保荐人、整体协调人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或无法完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者及担保人承担任何责任；
- (b) 本协议及投资者及担保人的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者及担保人将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及于公司网站及联交所网站作为展示文件的重大合约；
- (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及/或担保人的信息将与公司、中国证监会、联交所、香港证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露，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) 发售价将仅由公司与整体协调人（代表其自身以及国际发售的其他承销商）根据全球发售的条款及条件协商厘定，投资者及担保人无权提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及/或其联属人士以国际发售的国际承销商的国际代表的身份认购；
- (f) 投资者将根据公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份，并受其规限；
- (g) 投资者股份的数目可能受根据上市规则第 18 项应用指引及上市指南第 4.14 章在国际发售与香港公开发售之间的重新分配 H 股股份，或联交所可能批准及不时适用于公司的其他比例影响；
- (h) 公司、联席保荐人及整体协调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) 8.08(3)条（该条订明，于上市日期公众持股中最多 50%可由前三大公众股东实益拥有）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）或联交所另行豁免的公众持股量规定；及(iii)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；

- (i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，公司、联席保荐人及/或整体协调人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (j) 公司、联席保荐人、整体协调人及其各自的附属公司、代理人、董事、监事、雇员或联属人士以及任何其他全球发售的参与方均不对因获取投资者股份或与投资者股份的任何交易相关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (k) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不能直接或间接在美国或向美国人士或为美国人士的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不能直接或间接在其他任何司法权区发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (l) 其理解及同意投资者股份的转让仅可根据 S 规例，在美国境外在「离岸交易」（定义见 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法权区的任何适用证券法律进行，且任何代表投资者股份的任何股份证书应附带实际具有该等作用的提示语；
- (m) 其理解，公司、联席保荐人、整体协调人或国际发售的任何国际承销商及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (n) 除第 5.2 条规定者外，在投资者股份由投资者的附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (o) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
 - (i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者、担保人或任何获授权接受者的过错成为公开信息；
 - (ii) 应以其最大努力确保其（已获根据第 6.1(o) 条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及
 - (iii) 不得并确保其（已获根据第 6.1(o) 条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股股份或公司或其联属人士或联系人的其他证券或衍生工具；

- (p) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或担保人及/或彼等各自的代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或担保人及/或彼等各自的代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者及/或担保人在决定是否投资于投资者股份时不应依赖该等信息及材料。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者、担保人及/或彼等各自的代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者、担保人及/或彼等各自的代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
 - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者、担保人及/或彼等各自的代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；及
 - (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或担保人提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者及/或担保人在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (q) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (r) 投资者并非因以下原因而获得投资者股份，且投资者、担保人及其联属人士或任何代表其或彼等人士并无参与或将不会参与 (i) 任何定向销售活动（根据 S 规例的定义），或 (ii) 任何与投资者股份相关的一般招揽或一般广告（根据证券法下 D 规例第 502(c)条的定义）；
- (s) 其已获提供其认为对评估认购投资者股份的利弊及风险属必需及适宜的所有信息，已获提供机会向公司、联席保荐人及整体协调人提出有关公司、投资者股份及其认为对评估认购投资者股份的利弊及风险属必需及适宜的其他相关事项的问题并获得公司、联席保荐人或整体协调人的回答，公司已向投资者及担保人或其各自的代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (t) 在作出投资决定时，投资者及担保人各自已经并将仅依赖公司发出的国际发售通函所载的信息，而不依赖公司、联席保荐人及/或整体协调人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投

资者及/或担保人提供的任何其他信息，公司、联席保荐人、整体协调人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，公司、联席保荐人、整体协调人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或担保人或其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

- (u) 联席保荐人、整体协调人、全球发售的其他承销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的利弊、认购、购买或发售该等股份或公司或集团成员的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的利弊、认购、购买或发售该等股份或公司或集团成员的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (v) 投资者及担保人各自将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (w) 其已自行开展关于公司、集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表公司、联席保荐人、整体协调人或其他承销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），公司、联席保荐人、整体协调人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (x) 其理解，投资者股份当前并无公开市场，且公司、联席保荐人、整体协调人、全球发售的承销商及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、代表、联系人、合伙人和顾问以及其他全球发售参与方并未作出关于投资者股份将存在公开市场的保证；
- (y) 若全球发售因任何原因延迟、终止或未能完成，公司、联席保荐人、整体协调人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇

员、顾问、代理或代表均无需对投资者或担保人或彼等附属公司承担任何责任；

- (z) 公司及整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目；(ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；及(iii) 其他调整或重新分配所发售的 H 股、公开文件中列出的指示性发售价范围以及联交所批准并符合适用法律的发售价；
- (aa) 投资者及担保人各自己同意，投资总额及相关经纪费及征税的付款应于上市日上午八时正支付；
- (bb) 投资者与公司、公司任何股东、联席保荐人及/或整体协调人之间，除本协议及投资者与公司之间签订的保密协议外，并未签订其他与全球发售相关的协议；
- (cc) 任何不符合本协议限制的要约、出售、质押或其他转让，公司将不予承认相关股份；
- (dd) 任何 H 股股份的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、其他证券法律及任何认可证券交易所的任何其他适用法律对股份交易的限制；及
- (ee) 如果投资者通过合格境内机构投资者（“**QDII**”）进行本协议下的投资，投资者无条件且不可撤销地向公司、联席保荐人和整体协调人承诺并保证：
 - (i) 投资者将确保 QDII 受本协议产生的、在本协议下或与本协议相关的所有义务、承诺、声明、保证、赔偿和责任的约束（包括声明和保证 QDII (a) 不是且不会成为一名美国人士；(b) 位于美国境外；以及 (c) 根据证券法下 S 规例在离岸交易中获取投资者股份（“**投资者义务**”））；及
 - (ii) 投资者将确保并无条件且不可撤销地向公司、联席保荐人和整体协调人保证 QDII 将适当且按时履行和遵守所有投资者义务。
- (ff) 投资者由担保人直接全资实益拥有。

6.2 投资者及担保人共同及个别地向公司、联席保荐人及整体协调人进一步陈述、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议下的信息（其中包括本协议、招股说明书草稿和初步发售通函草稿），这些信息不会违反适用于该投资者或担保人的所有法律，也不会在该投资者或担保人所在的司法管辖区内需要任何注册或许可；

- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，投资者及担保人履行其在本协议下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束，除第 3.1 条规定的条件外；
- (e) 本协议已经投资者及担保人妥为授权、签署及交付，构成投资者及担保人的合法、有效及有约束力的义务，可根据其条款对其强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 投资者及担保人已经获得根据适用于投资者及担保人的任何相关法律须由投资者及担保人就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」），该等批准已生效且未被撤销、撤回或废止，且无任何未履行的先决条件。投资者及担保人进一步同意及承诺，若任何该等批准因任何原因不再具有完全效力或被撤销、撤回或废止，将立即以书面形式通知公司、联席保荐人及整体协调人；
- (h) 投资者及担保人签署及交付本协议、投资者及担保人履行本协议及投资者认购投资者股份及完成本协议所述交易不会抵触或导致投资者或担保人违反(i)投资者或担保人各自的组织章程大纲及细则或其他宪章性文件；或(ii)投资者或担保人须就本协议所述交易遵循或另行就投资者认购投资者股份适用于投资者或担保人各自的任何司法权区的法律；或(iii)对投资者或担保人有约束力的任何协议或其他文书；或(iv)对投资者或担保人各自有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已遵守且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按具有管辖权的机构或主体或证券交易所的规定，应要求及时直接或间接通过公司、联席保荐人及/或整体协调人向联交所、香港证监会、中国证监会及/或其他政府、公共、货币或监管部门或机构或证券交易所（统称「**监管机构**」）提供资料或促使或促成他人提供资料，并在各种情况下，根据适用法律或任何监管机构不时所要求，同意及赞成披露该等资料（包括但不限于(i)投资者、担保人及其最终实益拥有人的身份信息，及/或发出有关认购投资者股份的指示的最终负责人的身份信息（包括但不限于其各自的名称和注册地点）；(ii)本协议项下的拟议交易（包括但不限于本协议项下的投资者股份认购详情、投资者股份数量、投资总额以及禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品以及有关详情（包括但不限于认购者及其最终实益拥有人以及该等掉期安排或其他金融或投资产品的提供者的身份信息）；及/或 (iv) 投资者、担保人或彼等实益拥有人和联系人，与公司及其任何股东之间的任何关联关系）（统称「**投资者相关信息**」）。投资者及担保人各自进一步授权公司、联席保荐人、整体协调人或彼等各自的联属

人士、董事、高级职员、雇员、顾问及代表，根据上市规则、适用法律或任何相关监管机构的规定向监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者及担保人各自具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的利弊及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有丰富经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非联席保荐人、整体协调人及资本市场中介人或承销商的客户；
- (l) 其作为主事人为自身利益、以投资为目的及以自营投资基准认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任公司董事或高级职员；
- (m) 如果认购投资者股份发生在美国境外，则按照 S 规例中定义的「离岸交易」实施且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者、担保人及彼等实益拥有人及/或联系人(i)为独立于公司的第三方；(ii)并非公司的关连人士（定义见上市规则）或联系人，且投资者认购投资者股份不会导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就公司的控制权而言，彼等在紧接本协议完成时将独立于公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)具有财务能力并将使用自有资金履行本协议项下的所有义务；(iv)并未直接或间接接受(a)公司任何核心关连人士（定义见上市规则）或(b)公司、公司或其任何附属公司的任何董事、监事、最高行政人员、主要股东或持有本公司股份 5%或以上的现有股东或彼等各自的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受公司任何该等人士就公司的证券的收购、处置、投资或其他处置接受该等核心关连人士的指示；及(v)与公司或其任何股东并无任何关联关系，除非另以书面形式向公司、联席保荐人及整体协调人披露；
- (p) 投资者将通过香港结算的 FINI 系统提供提交给联交所和香港结算的所需信息，并确保投资者及担保人提供的所有信息在所有重要方面都是真实、完整和准确的，并且这些信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露；

- (q) 投资者将使用其自有资金认购投资者股份，并且未获得也不打算获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (r) 投资者、其实益拥有人及/或联系人并非全球发售的任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、承销商、牵头经纪人或任何分销商的「关连客户」。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (s) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (t) 投资者、担保人及彼等实益拥有人或彼等各自的联系人均非公司或其联系人的董事（包括在前 12 个月内担任董事职位）、监事或持有本公司股份 5%或以上的现有股东或前述人士的代名人；
- (u) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在公司配发结果公告中识别的任何承配人组别；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章的规定；
- (x) 投资者及其紧密联系人（具有上市规则赋予的含义）在公司已发行股本中的总持股比例（直接和间接）不应导致公司公众持有的证券总额（具有上市规则赋予的含义）低于上市规则要求的百分比或联交所批准的其他百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以公司任何关连人士、联席保荐人、整体协调人或全球发售的任何承销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (z) 除本协议规定者外，投资者及担保人并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (aa) 除先前向公司、联席保荐人及整体协调人书面披露者外，投资者、其实益拥有人及/或联系人并无订立且不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；

- (bb) 除本协议外，投资者或其任何联系人均未申请或获配发，也不会通过簿记建档程序申请或获配发全球发售下的任何 H 股；及
- (cc) 担保人承诺保证投资者（包括本协议规定的投资者的任何及所有受让人）适当并按时履行及遵守其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、承认、确认及约定；及倘及无论何时投资者于履行或达成任何投资者义务（包括付款义务）时因任何原因而违反任何规定，则担保人应立即按要求以本协议规定的方式无条件履行或促使履行、达成或促使达成与上述违约情形有关的投资者在本协议项下的义务（包括付款义务，视情况而定），以便公司、联席保荐人及整体协调人获赋予在投资者已适当履行及达成付款义务等投资者义务的情况下其应得的利益。担保人同意及承诺向投资者作出充足的出资，确保投资者履行其在本协议项下的义务。该担保构成一项直接的、主要的及无条件的义务，一经要求即向公司、联席保荐人及整体协调人支付投资者按照本协议规定有责任支付的任何款项，且一经要求立即履行投资者在本协议项下的义务，无需要求公司、联席保荐人及整体协调人事先对投资者或任何其他人士采取措施，该担保应为持续担保，因此在所有投资者义务（包括付款义务）均获履行或达成前将一直有效。

- 6.3 投资者及担保人各自向公司、联席保荐人及整体协调人声明及保证，附录 2 所载的与其及其集团成员公司有关的描述在所有方面属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者及担保人各自不可撤销地同意，若公司、联席保荐人及整体协调人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附录 2 所载的描述）载入公开文件、营销及路演材料及公司、联席保荐人及/或整体协调人就全球发售可能发布的其他公告。投资者及担保人各自承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或公司、联席保荐人及/或整体协调人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者及担保人各自特此同意，在审查将纳入不时向投资者或担保人提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者及担保人合理要求的修改（若有）后，投资者及担保人各自应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。
- 6.4 投资者及担保人各自理解，载于第 6.1 条和第 6.1(ff)条的同意、陈述、保证、承诺、确认和承认可能须根据香港法律及美国证券法律及其他法规提供。投资者及担保人各自承认，公司、联席保荐人、整体协调人、全球发售的其他承销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者及担保人的保证、承诺、陈述及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、陈述及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知公司、联席保荐人及整体协调人。
- 6.5 投资者及担保人共同及个别地同意及承诺，对于公司、联席保荐人、整体协调人及全球发售的其他承销商（代表其自身及彼等各自的联属人士、控制其的任

何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、职员、联系人、合伙人、代理及代表）（下文统称「受弥偿方」）因投资者或担保人或彼等各自的高级职员、董事、监事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者或担保人根据第 6.1、6.1(ff)、6.3、6.4 及 6.5 条作出的同意、陈述、保证、承诺（视情况而定）应解释为单独的同意、陈述、保证、承诺，并应视为在上市日及延迟交割日（如适用）再次作出。

6.7 公司声明、保证及承诺：

- (a) 其已根据中国法律注册成立并有效存续；
- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
- (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；
- (d) 公司、公司的单一最大股东、本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理均未与投资者、担保人或彼等联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括上市指南第 4.15 章）的协议或安排（包括任何附函）；及
- (e) 除本协议规定者外，本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

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

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.6 或 4.7 条终止；

(b) 若投资者或担保人在国际发售完成日期或之前或延迟交割日（如适用）或之前严重地违反本协议（包括投资者及/或担保人（或根据第 5.2 条转让投资者股份的情形下的全资附属公司）严重地违反在本协议项下作出的陈述、保证、承诺及确认），公司或任一 联席保荐人及整体协调人可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 9.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 12 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。尽管有上述规定，第 6.5 条和投资者及担保人给予的弥偿在本协议终止后仍然有效。

8 担保

8.1 如任何相关股份将由投资者持有，担保人作为主要债务人无条件且不可撤销地：

- (a) 以持续担保方式向本公司保证投资者根据本协议支付所有款项；
- (b) 承诺确保投资者（包括第 5.2 条规定的投资者的任何和所有受让人）适当、准时地履行和遵守本协议项下所有协议、义务、承诺、保证、陈述、赔偿、同意、确认及契约；
- (c) 承诺向投资者提供足够的投资，以确保投资者履行其在本协议项下的义务；
- (d) 承诺在锁定期内，未经本公司、联席保荐人及整体协调人事先书面同意，不会出售其在投资者的全部或部分合法权益或实益权益；
- (e) 承诺根据要求对因投资者（包括第 5.2 条规定的投资者的任何和所有受让人）违反本协议中包含的任何协议、保证和承诺而直接或间接引起或产生的任何和所有损失、费用、开支、索赔、诉讼、责任、程序或损害进行全面有效的赔偿，并使每个受偿方免受损害；及
- (f) 担保人放弃其于本公司、联席保荐人及整体协调人和担保人之间可能拥有的要求其先向投资者追索或要求支付款项任何权利，故本公司、联席保荐人及整体协调人可首先针对投资者进行或要求投资者付款的任何权利，担保人作为主要债务人将承担责任，如同其与投资者共同及个别地订立本协议。

8.2 担保人在第 8.1 条项下的义务构成直接、主要和无条件的义务，无需本公司或联席保荐人或整体协调人首先对投资者或任何其他人士采取措施，于本公司或联席保荐人或整体协调人要求时支付投资者根据本协议有责任支付的任何款项，并应要求立即履行投资者在本协议项下的任何义务。就本第 8 条而言，本协议中的“投资者”一词应解释为包括“投资者附属公司”。

8.3 担保人在本协议项下的义务不受任何可能影响或损害该等义务的事情或事件影响但本条款可能会影响或损害该等义务，包括但不限于：

- (i) 本协议的任何修订、变更或转让或其条款的任何豁免；
- (ii) 给予投资者或任何第三方的任何解除或授予时间或其他延缓；
- (iii) 任何影响投资者的清盘、解散、重建、法律限制、无行为能力或缺乏公司权力或授权或其他情况（或投资者就任何此类事件采取的任何行动）；或
- (iv) 任何其他行为、事件、疏忽或遗漏（无论公司、联席保荐人、整体协调人、担保人或投资者是否知悉）将会或可能会损害或免除担保人的责任或为担保人提供任何法律或衡平法上的抗辩。

9 公告及机密性

9.1 除本协议及投资者订立的保密协议另行规定者外，未经其他各方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及公司、联席保荐人、整体协调人及投资者及/或担保人的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或公司、联席保荐人及/或整体协调人受其管辖的其他监管机构披露，投资者及担保人的背景信息以及公司与投资者及担保人之间的关系可载入由公司或代表公司发布的公开文件及公司、联席保荐人及/或整体协调人就全球发售可能发布或代其发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该一方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该一方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

9.2 投资者及担保人不得作出关于本协议或任何附属事项的其他提述或披露，除非投资者及担保人已事先咨询公司、联席保荐人及整体协调人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

- 9.3 公司应以其合理努力，在发布前在公开文件中提供任何与本协议、公司和投资者及担保人之间的关系以及投资者及担保人的一般背景信息有关的声明，以供投资者及担保人审阅。投资者及担保人各自应配合公司、联席保荐人及整体协调人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向公司、联席保荐人及整体协调人及彼等各自的顾问提供任何意见和验证文件。
- 9.4 投资者及担保人各自承诺，将及时就第 9.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供公司或、联席保荐人及整体协调人合理要求的与其、其拥有权（包括最终实益拥有权）、其与公司的关系有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者及担保人的描述及验证该等描述；及(ii)使公司能够遵守有管辖权的监管机构（包括联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

10 通知

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

若发送至公司，则发送至：

地址：安徽省芜湖市经济技术开发区长春路 8 号
电邮：chenglijuan@mychery.com
传真：05535923838
收件人：程琍娟

若发送至投资者及担保人，则发送至：

地址：安徽省合肥市花园大道 566 号国轩高科
电邮：wangan@gotion.com.cn
收件人：王安

若发送至中金公司，则发送至：

地址：香港中环港景街 1 号国际金融中心 1 期 29 楼
电邮：ib_spring_2025@cicc.com.cn
传真：+852 2872 2100
收件人：Project Spring deal team

若发送至华泰金控，则发送至：

地址：香港中环皇后大道中 99 号中环中心 62 楼
电邮：projectspring2024@htsc.com
收件人：ECM

若发送至广发融资，则发送至：

地址：香港湾仔骆克道 81 号广发大厦 27 楼
电邮：projectspring2024_WG@gfgroup.com.hk
传真：+852 2907 6178
收件人：俞慧，刘珀豪，李梦旻

若发送至广发证券（香港）经纪，则发送至：

地址：香港湾仔骆克道 81 号广发大厦 27 楼
电邮：projectspring2024_WG@gfgroup.com.hk
传真：+852 2907 6178
收件人：张效良，陈思佳

若发送至中信里昂，则发送至：

地址：香港金钟道 88 号太古广场第一期 18 楼
电邮：projectspring2025@clsa.com
project_spring2025@citics.com
传真：+852 2868 0189
收件人：Juncheng Yang (Juncheng.yang@clsa.com)

- 10.2 根据本协议交付的任何通知应由专人交付或通过传真、电子邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送且未收到未送达通知之时，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄四十八(48)小时后（在通过航空邮寄发送的情况下，则在六(6)日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

11 一般事项

- 11.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 11.2 本协议所载联席保荐人及整体协调人各自的义务为各别（而非共同或共同与各别）。倘任何联席保荐人或整体协调人未能履行其在本协议项下的义务，其他联席保荐人或整体协调人概不负责，且该等未能履行其义务将不会影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，联席保荐人及整体协调人各自有权单独或共同强制执行其在本协议项下的任何或全部权利。
- 11.3 除有明显错误外，公司及整体协调人为本协议目的就投资者股份数目、发售价以善意作出的计算及厘定应为最终及具约束力的决定。

- 11.4 投资者、担保人、公司、联席保荐人及整体协调人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 11.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，本协议的任何变更或变更均无需事先通知非协议各方的任何人员或征得其同意。
- 11.6 本协议将仅签署中文版本。
- 11.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税（如有）应由相关转让人/卖家及相关受让人/买家均摊。
- 11.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以共同书面协议方式延展。
- 11.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 11.10 除投资者订立的保密协议外，本协议构成各方关于投资者对公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 11.11 在本第 11.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
- (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 11.11(a)分条所述人士同意。
- 11.12 任一联席保荐人及整体协调人有权且特此获授权将其任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向公司或投资者或担保人发出有关该等转授的事先通知）。尽管存在任何该等转授，该联席保荐人或整体协调人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 11.13 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

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

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

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

11.16 在不损害向投资者及担保人申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者或担保人于上市日或延迟交割日（如适用）或之前违反任何保证，则公司、联席保荐人及整体协调人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

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

11.18 承认美国特别处理机制

- (a) 如果任何属于被涵盖实体的任何一方根据美国特别处理机制受到诉讼程序的约束，则对于该方在本协议及其在本协议中的任何权益和义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议、及任何该等权益和义务受美国或美国某州法律的管辖）。
- (b) 当任何一方属于被涵盖实体或 BHC 法案联属人士受制于美国特别处理机制下的任何程序时，对于本协议下可就该方行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。
- (c) 本协议中使用的术语定义如下：
 - (i) “**BHC 法案联属人士**” 具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；；
 - (ii) “**被涵盖实体**” 指以下任何一种：
 - (A) 《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“**被涵盖实体**”；
 - (B) 《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“**被涵盖银行**”；或
 - (C) 《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“**被涵盖的 FSI**”；

(iii) “**违约权利**”具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；及

(iv) “**美国特别处理机制**”指以下任何一项：(i)《联邦存款保险法》及其颁布的法规及(ii)《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及其颁布的法规。

12 管辖法律及司法权区

12.1 本协议及各方之间的关系受香港法律管辖并按其解释。

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

13 豁免权

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

14 法律文书代收人

14.1 担保人不可撤销地委任国轩高科（香港）有限公司（地址为香港新界沙田香港科学园科技大道东 5 号 5E 大楼 G 层 11-13 及 15-20 室 电话 66757139 收件人刘云鹏）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。

14.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，担保人不可撤销地同意委任公司、联席保荐人及整体协调人接受的替代

法律文书代收人，并在三十(30)天内向公司及、联席保荐人及整体协调人交付关于新法律文书代收人接受委任的文件副本。

15 副本

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

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

奇瑞汽车股份有限公司



姓名：张国忠

职衔：执行董事、常务副总裁

为及代表

国轩高科（香港）有限公司

Jimmy

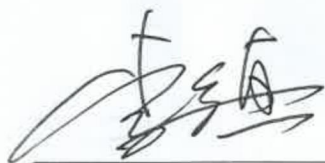


姓名：李昕

职衔：总经理

为及代表

国轩高科股份有限公司



姓名：李缜

职衔：董事长兼法人

为及代表

中国国际金融香港证券有限公司



姓名：梁锦

职衔：董事总经理

为及代表

华泰金融控股(香港)有限公司

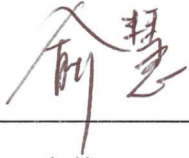


姓名： 黄志明

职衔： 执行董事

为及代表

广发融资（香港）有限公司

A handwritten signature in red ink, appearing to be '俞慧' (Yu Hui), written above a horizontal line.

姓名：俞慧

职衔：董事总经理

为及代表

广发融资（香港）有限公司

Handwritten signature of Liu Bohao in blue ink, positioned above a horizontal line.

姓名：刘珀豪

职衔：董事

为及代表

广发证券（香港）经纪有限公司

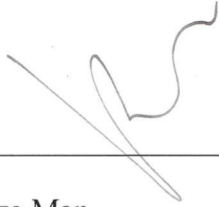


姓名：阎明

职衔：董事总经理

为及代表

中信里昂证券有限公司

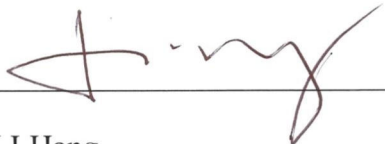
A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a horizontal line.

姓名： Wong Sze Man

职衔： Director

为及代表

中信里昂证券有限公司



姓名: LI Hang

职衔: Managing Director

附录 1

投资者股份

投资者股份数目

投资者股份数目应等于 29,000,000 美元的等值港元（按照招股章程所披露的美元兑港元的汇率计算）（不包括投资者将就投资者股份支付的经纪费及征税）除以发售价所得数目（向下取整至最接近的一整手 100 股 H 股股份）。

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），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的 H 股股份重新分配的影响。倘香港公开发售中的 H 股股份需求总量属于公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。

联席保荐人、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，从而满足上市规则的相关要求，包括但不限于：(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%）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定的最低公众持股量要求或获豁免的其他要求；(iii) 上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；或(iv)上市规则第 18 项应用指引第 3.2 段规定，全球发售中发售股份总数的至少 40%必须分配予配售部分的投资者（不包括基石投资者）。此外，联席保荐人、整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股票证券的配售指引）。

附录 2

投资者及担保人详情

投资者

注册成立地点：	香港新界沙田香港科学园科技大道东 5 号 5E 大楼 G 层 11-13 及 15-20 室
公司注册证书编号：	2676332
商业登记号码：	69174907-000-04-25-A
LEI 号码：	不适用
营业地址、电话号码及联系人：	香港新界沙田香港科学园科技大道东 5 号 5E 大楼 G 层 11-13 及 15-20 室 66757139 刘云鹏
主要活动：	系国轩高科股份有限公司的全资子公司，业务辐射欧洲、美洲、亚太三大区域，重点推进香港、新加坡、东南亚等市场的技术合作与贸易，通过技术输出和本地化合作支撑产能落地，核心业务涵盖低碳技术研发、整合国际供应链及构建电池回收体系。
最终控股股东：	国轩高科股份有限公司
最终控股股东的注册成立地点：	安徽省合肥市包河区花园大道 566 号
最终控股股东的商业登记号码：	91320600138346792B
最终控股股东的 LEI 号码：	不适用
最终控股股东的主要活动：	国轩高科股份有限公司于 2015 年 5 月上市，拥有新能源汽车动力锂电池、储能、输配电设备等业务板块，建有独立成熟的研发、采购、生产、销售体系。公司在中国合肥、中国上海、美国硅谷、美国克利夫兰、德国哥廷根、日本筑波、印度浦那、新加坡南洋理工大学等地建立了全球八大研发中心；在合肥(标准电芯工厂、新站二期、合肥三厂、经开工厂、庐江电池)、南京、南通、青岛、唐山、柳州、桐城、宜春、滁州、金寨等地成立十四大电池生产基地，并

在德国、印度、越南、泰国、美国等国布局海外生产基地。公司系国内最早从事新能源汽车动力锂离子电池自主研发、生产和销售的企业之一，主要产品为磷酸铁锂材料及电芯、三元材料及电芯、动力电池组、电池管理系统及储能型电池组。产品广泛应用于纯电动乘用车、商用车、专用车、轻型车等新能源汽车领域，同时为储能电站、通讯基站等提供系统解决方案。

股东及持有的权益：100%，投资者系国轩高科股份有限公司的全资子公司

待插入招股章程的投资者描述：国轩高科（香港）有限公司（「**国轩香港**」）为于香港注册成立的有限公司，并为国轩高科股份有限公司（「**国轩高科**」）的全资附属公司。

GOTION HIGH-TECH (HK) LIMITED (“**Gotion HK**”) is a limited company incorporated in Hong Kong and a wholly-owned subsidiary of Gotion High-tech Co., Ltd. (“**Gotion High-tech**”).

相关投资者类别（如需要包含在联交所的 FINI 承配人名单模板或要求披露在与承配人有关的 FINI 界面）：基石投资者
现有股东的紧密联系人

担保人

注册成立地点:	安徽省合肥市包河区花园大道 566 号
公司注册证书编号:	91320600138346792B
商业登记号码:	91320600138346792B
主要活动:	国轩高科股份有限公司于 2015 年 5 月上市，拥有新能源汽车动力锂电池、储能、输配电设备等业务板块，建有独立成熟的研发、采购、生产、销售体系。公司在中国合肥、中国上海、美国硅谷、美国克利夫兰、德国哥廷根、日本筑波、印度浦那、新加坡南洋理工大学等地建立了全球八大研发中心；在合肥(标准电芯工厂、新站二期、合肥三厂、经开工厂、庐江电池)、南京、南通、青岛、唐山、柳州、桐城、宜春、滁州、金寨等地成立十四大电池生产基地，并在德国、印度、越南、泰国、美国等国布局海外生产基地。公司系国内最早从事新能源汽车动力锂离子电池自主研发、生产和销售的企业之一，主要产品为磷酸铁锂材料及电芯、三元材料及电芯、动力电池组、电池管理系统及储能型电池组。产品广泛应用于纯电动乘用车、商用车、专用车、轻型车等新能源汽车领域，同时为储能电站、通讯基站等提供系统解决方案。
股东及持有的权益:	李缙及其一致行动人李晨合计持有国轩高科 302,500,435 股股份，占国轩高科股份总数的 16.79%
待插入招股章程的担保人描述:	国轩高科成立于 1995 年，总部位于安徽省合肥市，为于中国注册成立的股份有限公司。国轩高科为新能源电池企业及绿色能源解决方案供应商。国轩高科主要从事磷酸铁锂材料及电池、三元材料及电池、动力电池包、储能电池包及电池管理系统等业务。其产品广泛用于新能源汽车，如乘用车、商用车及特种车辆。国轩高科亦为储能客户提供绿色能源系统解决方案。国轩高科分别自 2015 年 5 月起于深圳证券交易所上市（股份

代号：002074）及自 2022 年 7 月起于瑞士证券交易所上市（股份代号：GOTION）。

Gotion High-tech was founded in 1995, with headquarter in Hefei, Anhui Province, as a joint stock company incorporated in the PRC with limited liability. Gotion High-tech is a new energy battery enterprise and green energy solution provider. Gotion High-tech principally engages in the business of lithium iron phosphate materials and batteries, ternary materials and batteries, power battery packs, energy storage battery packs and battery management systems, etc. Its products are widely used in new energy vehicles, such as passenger cars, commercial vehicles and special purpose vehicles. Gotion High-tech also provides green energy system solutions for energy storage customers. Gotion High-tech has been listed on the Shenzhen Stock Exchange since May 2015 (stock code: 002074) and the Swiss Stock Exchange since July 2022 (stock code: GOTION), respectively.

基石投资协议

2025年9月13日

奇瑞汽车股份有限公司

及

合肥建匯戰新基石投資有限公司

及

合肥建汇战新股权投资基金合伙企业（有限合伙）

及

中国国际金融香港证券有限公司

及

华泰金融控股（香港）有限公司

及

广发融资（香港）有限公司

及

广发证券（香港）经纪有限公司

及

中信里昂证券有限公司

目录

<u>条款</u>	<u>页码</u>
1. 定义和解释	4
2. 投资	8
3. 完成条件	9
4. 完成	10
5. 对投资者的限制	12
6. 承认、声明、承诺及保证	14
7 终止	23
8 承诺	24
9 公告及机密性	25
10 通知	26
11 一般事项	27
12 管辖法律及司法权区	30
13 豁免权	30
14 法律文书代收人	30
15 副本	31
附录 1 投资者股份	42
附录 2 投资者详情	43

本协议（下文简称「本协议」）乃于 2025 年 9 月 13 日订立，

订约方：

1. 奇瑞汽车股份有限公司，一家于中国注册成立的股份有限公司，注册办事处位于中国安徽省芜湖市经济技术开发区长春路 8 号（下文简称「公司」）；
2. 合肥建匯戰新基石投资有限公司，一家在香港注册成立的有限公司，注册办事处位于香港湾仔港湾道 18 号中环广场 65 楼 6503 室（下文简称「投资者」）；
3. 合肥建匯戰新股权投资基金合伙企业（有限合伙），一家在中国注册成立的有限合伙企业，注册办事处位于安徽省合肥市包河区黑龙江路 8 号滨湖金融小镇 BH300（下文简称「建匯基金」）；
4. 中国国际金融香港证券有限公司，主要营业地址位于香港中环港景街 1 号国际金融中心 1 期 29 楼（下文简称「中金公司」）；
5. 华泰金融控股（香港）有限公司，主要营业地址位于香港中环皇后大道中 99 号中环中心 62 楼（下文简称「华泰金控」）；
6. 广发融资（香港）有限公司，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发融资」，与中金公司、华泰金控合称为「联席保荐人」）；
7. 广发证券（香港）经纪有限公司，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发证券（香港）经纪」）；
8. 中信里昂证券有限公司，主要营业地址位于香港金钟道 88 号太古广场第一期 18 楼（下文简称「中信里昂」，与中金公司、华泰金控及广发证券（香港）经纪合称为「整体协调人」）。

鉴于：

- (A) 公司已申请通过全球发售方式（下文简称「全球发售」）在联交所（定义见下文）上市其 H 股股份（定义见下文），包括：
 - (i) 公司在香港公开发售其 29,739,700 股 H 股股份（可予重新分配）以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 公司有条件地配售 267,657,300 股 H 股股份（可予重新分配和视乎超额配售权行使与否而定）：在美国境外（包括向香港的专业及机构投资者根据 S 规例进行离岸交易或通过毋须受证券法登记规定规限的交易（下文简称「国际发售」）。
- (B) 中金公司、华泰金控及广发融资担任全球发售的联席保荐人。中金公司、华泰金控、广发证券（香港）经纪及中信里昂担任全球发售的整体协调人及资本市场中介人。

- (C) 投资者希望受限于及根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。
- (D) 作为公司、投资人、联席保荐人及整体协调人同意受本协议条款的约束的对价，建汇基金为确保投资者履行本协议，同意作为本协议订约方签订和肩负本协议并作出若干陈述、保证和承诺。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其序文和附录），除非文意另有要求，以下词汇和表达应具有以下含义：

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

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义；

「**经纪费**」指根据费用规则第 7(1)段的规定按投资总额 1%计算的经纪费（定义见上市规则）；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司设立及运作之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介人**」指公司为全球发售之目的而委任的资本市场中介人，应具有香港证监会持牌人或注册人操守准则中赋予的含义；

「**公司条例**」指公司条例（香港法例第 622 章）；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章）；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案规则赋予的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章）；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会；

「**中国证监会备案规则**」指中国证监会发布的境内企业境外发行证券和上市管理试行办法及支持指引，经不时修订、补充或另行修改；

「**延迟交割日**」指，在香港公开发售及国际发售的承销协议签订、成为无条件及并未终止的前提下，整体协调人根据第 4.3 条通知投资者的较后日期；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置任何法定或实益权益（包括设立或以协议设立或出售或授出或同意出售或授出任何期权、或订约购买、认购、出借或以其他方式转让或处置任何购买、认购、出借或以其他方式转让或处置或购买或同意购买任何期权、合约、认股权或出售权的认股权或权利），无论直接或间接、有条件或无条件，或设立任何性质的任何第三方权利、相关股份的任何法定或实益权益或任何其他可转换为或可行使或可交换该等相关股份的证券，或代表有权收取或定约收取该等相关股份（不论直接或间接且不论有条件或无条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；

「**费用规则**」具有上市规则赋予的含义；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

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

「**本集团**」指公司及其附属公司；

「**H 股**」指公司股本中每股面值人民币 1.00 元的境外上市外资股份，将于联交所上市及以港元认购和买卖；

「**港元**」指香港的法定货币；

「**香港结算**」指香港中央结算有限公司，香港交易及结算所有限公司的全资附属公司；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**受弥偿方**」具有第 6.5 条赋予的含义；

「**国际发售**」具有序文(A)赋予的含义；

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

「**投资者相关信息**」具有第 6.2(i)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股股份，该等股份数目将根据附录 1 计算，由公司及其整体协调人厘定；

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

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的适用交易征税）、联交所的 0.00565%交易费（或于上市日收取的适用交易征税）以及会财局的 0.00015%交易征费（或于上市日收取的适用交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股股份在联交所主板的初始上市日；

「**上市指南**」指联交所发布的新上市申请人指南，经不时修订、补充或另行修改；

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

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指 H 股股份将根据全球发售每股最终港元价格（不包括经纪费及征税）；

「**超额配售权**」具有国际发售通函赋予的含义；

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

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

「**初步发售通函**」指公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函，经不时修订、补充或另行修改；

「**专业投资者**」具有证券及期货条例附录 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者以其自有账户及投资目的进行的投资，而非代表任何第三方作为代理人行事，不论该投资是否为该投资者的任何股东或基金投资者谋取利益；

「**招股章程**」指公司就香港公开发售在香港发布的最终招股章程；

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

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

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

「**144 规则**」指指证券法第 144 条；

「**证券法**」指美国 1933 年证券法，经不时修订、补充或另行修改；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章）；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有 S 规例第 902(k)条所规定的含义。

1.2 在本协议中，除非文意另有要求，否则：

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

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，投资者将通过整体协调人及/或其联属人士（作为国际发售相关部分的国际承销商的国际代表），按发售价认购，公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者及建汇基金可通过在不晚于上市日前三(3)个营业日的时间书面通知公司、联席保荐人及整体协调人，通过身为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是(i)非美国人士；(ii)位于美国境外；且(iii)按照 S 规例在离岸交易中购买投资者股份，前提是：

(a) 投资者须促致该全资附属公司在该日向公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及

(b) 投资者及建汇基金(i)无条件及不可撤销地向公司、联席保荐人及整体协调人确保该全资附属公司将适当及准时履行及遵循其在本协议项下的所有因本协议产生的、在本协议项下或与本协议相关的同意、义务、承诺、保证、陈述、弥偿、准许、承认、确认及契诺；及(ii)承诺将根据第 6.5 条应要求向各受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

2.3 投资者及建汇基金在本第 2.2 条项下的义务构成应公司、联席保荐人或整体协调人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需公司、联席保荐人及整体协调人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.4 公司及整体协调人可根据第 4.3 条规定以其全权酌情决定在延迟交割日交付全部或部分投资者股份。

2.5 公司及整体协调人（代表其自身以及全球发售的其他承销商）将以彼等议定的方式厘定发售价。公司及整体协调人根据附录 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人共同豁免)方可作实：

(a) 香港公开发售及国际发售的承销协议在不晚于该等承销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一承销协议均未终止；

(b) 公司及整体协调人（代表其自身及全球发售的其他承销商）已议定发售价；

- (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
- (d) 任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者及建汇基金同意、陈述、认可、保证、承诺、确认及承认于本协议日期并将于上市日期及延迟交割日（若适用延迟交割日）在所有方面均准确、真实及不具误导性，投资者及建汇基金并无重大违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天(180)天或之前（或公司、投资者、联席保荐人及整体协调人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免)，投资者认购投资者股份的义务以及公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业可行范围内尽快及在任何情况下不晚于本协议终止日期起计三十(30)天免息退还投资者，本协议将终止及不再生效，而公司、联席保荐人及/或整体协调人的所有义务及责任在向投资者作出悉数偿还将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者及建汇基金在截至本第 3.2 条所述日期的期间内对他们违反投资者及建汇基金根据本协议作出的同意、陈述、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者及建汇基金承认，无法保证全球发售将完成或将不会延迟完成或者终止，或发售价将在公开文件中载列的指示范围，若全球发售因任何原因未能于所述的日期及时间完成或根本无法完成或发售价超出公开文件载列的指示范围，公司、联席保荐人及/或整体协调人无需对投资者及建汇基金负责。投资者及建汇基金各自特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价超出公开文件载列的指示范围，提起针对公司、联席保荐人及/或整体协调人或其各自的联属人士、董事、监事、高级职员、雇员、员工、联系人、合伙人、代理人、顾问及代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或其联属人士）（作为国际发售相关部分的国际承销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按公司及整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守(A)上市规则第 8.08(3)条的规定（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%）；(B)上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定或联交所另行豁免的最低公众持股量规定；及/或(C)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则的规定。

- 4.2 投资者应于上市日上午八时正或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。
- 4.3 若整体协调人以彼唯一酌情决定，应于上市日之后的日期（「延迟交割日」）交割全部或任何部分投资者股份，整体协调人应(i) 于不晚于上市日前两(2)个营业日的时间书面通知投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两(2)个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配售权可予行使的最后一日之后三(3)个营业日。整体协调人的上述决定对投资者及建汇基金具有决定性和约束力。即使投资者股份将于延迟交割日交付投资者，投资者仍需根据第 4.2 条的规定为投资者股份付款。
- 4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于两(2)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），通过中央结算系统将投资者股份交付投资者。
- 4.5 在无损第 4.3 条规定的前提下，投资者股份的交付亦可以公司、联席保荐人及整体协调人及投资者书面议定的其他方式进行，惟投资者股份的付款和交付时间应不晚于超额配售权可被行使的最后一天后的三(3)个营业日。
- 4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，公司、联席保荐人及整体协调人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，公司、联席保荐人及整体协调人的所有义务及责任将终止（但无损公司、联席保荐人及整体协调人因投资者及建汇基金未能履行其在本协议下的义务而享有的针对投资者及建汇基金的申索）。对于受弥偿方因投资者或建汇基金未能根据第 6.5 条全额支付投资总额及相关经纪费和征税或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者及建汇基金各自应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.7 公司、联席保荐人及整体协调人及彼等各自的联属人士因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒、猴痘病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、

经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下各自的义务，彼等无需对未能或延迟履行本协议项下各自的义务承担任何责任（不论共同或各别），且彼等各自应有权终止本协议，在此情况下，公司、联席保荐人及整体协调人保留自行决定终止本协议的权利，且在此情况下，公司、联席保荐人及整体协调人的所有义务及责任应停止及终止；惟根据本第 4.7 条终止本协议不得影响任何一方在终止时或之前就本协议条款对其他方累积的权利或责任。

- 4.8 倘若于上市日或之后无法满足上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）及 8.08(3)条有关公众持有的股份的规定，公司及整体协调人有权按其唯一及绝对酌情权调整投资者拟购买的投资者股份数目分配，以符合上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）及 8.08(3)条的规定。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）及建汇基金与公司、联席保荐人及整体协调人立约并承诺，在自上市日起六(6)个月期间（包含上市日，下文简称「**禁售期**」）的任何时间内，未经公司、联席保荐人及整体协调人事先书面同意，投资者不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；或(iii)直接或间接地订立与任何上述交易具有相同经济效果的交易。
- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司关联方，惟在所有情况下：
- (a) 至少提前五个（5）个营业日向公司、联席保荐人及整体协调人提供该转让的书面通知，其中载列有关附属公司的身份详情（包括但不限于注册地、公司注册号及商业登记号）、其与投资者的关系及该附属公司的业务，并提供公司、联席保荐人和整体协调人合理要求的证明材料，以证明拟受让方是投资者的全资附属公司；
 - (b) 在该转让之前，该全资附属公司已作出书面承诺（向公司、联席保荐人及整体协调人）作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意（且投资者及建汇基金承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

- (c) 该全资附属公司应被视为已作出下文第 6 条规定的同意、陈述、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同与各别地承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向公司、联席保荐人及整体协调人作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的同意、陈述、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同与各别地承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(i)非美国人士；(ii)位于美国境外；及(iii)将依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者及建汇基金各自同意及承诺，除经公司、联席保荐人及整体协调人事先书面同意外，投资者、建汇基金及其各自的紧密联系人于公司已发行股本总额中合共持有（直接及间接）持股总额应始终少于公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），并且投资者在上市日后的 12 个月内不会成为上市规则所指的公司核心关连人士。此外，投资者及其紧密联系人（定义见上市规则）在公司已发行股本中的总持股比例合计（直接及间接）不应导致持有公司证券股本的公众人士（根据上市规则的规定及（如适用）联交所的豁免，包括但不限于上市规则第 8.08 条）（被第 19A.13A 条修订并取代）低于上市规则第 8.08 条（被第 19A.13A 条修订并取代）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。投资者同意于获悉上述任何情况，将书面通知公司、联席保荐人及整体协调人。

5.4 投资者及建汇基金各自同意，投资者乃基于自有投资持有公司的股本，应公司、联席保荐人及/或整体协调人的合理请求，投资者将向公司、联席保荐人及/或整体协调人提供合理的证据，证明投资者乃基于自营投资持有公司的股本。投资者不得、建汇基金应促使投资者不得，且投资者及建汇基金应促使其控股股东、联系人及彼等各自的实益拥有人均不得，在全球发售中通过簿记建档流程申请或订购 H 股股份（投资者股份除外）或在香港公开发售中申请 H 股股份。

5.5 投资者、建汇基金及其各自的联属人士、董事、监事、高级职员、雇员或代理未曾并且不得（直接或间接）与公司、公司的单一最大股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、雇员或代理签订任何违反或抵触上市规则（包括上市指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何附函）。

6. 承认、声明、承诺及保证

6.1 投资者及建汇基金共同及个别地向公司、联席保荐人及整体协调人各自承认、同意及确认：

- (a) 公司、联席保荐人、整体协调人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或无法完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者及建汇基金承担任何责任；
- (b) 本协议及投资者及建汇基金的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者及建汇基金将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及于公司网站及联交所网站作为展示文件的重大合约；
- (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及/或建汇基金的信息将与公司、中国证监会、联交所、香港证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露，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) 发售价将仅由公司与整体协调人（代表其自身以及国际发售的其他承销商）根据全球发售的条款及条件协商厘定，投资者及建汇基金无权提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及/或其联属人士以国际发售的国际承销商的国际代表的身份认购；
- (f) 投资者将根据公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份，并受其规限；
- (g) 投资者股份的数目可能受根据上市规则第 18 项应用指引及上市指南第 4.14 章在国际发售与香港公开发售之间的重新分配 H 股股份，或联交所可能批准及不时适用于公司的其他比例影响；
- (h) 公司、联席保荐人及整体协调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) 8.08(3)条（该条订明，于上市日期公众持股中最多 50%可由前三大公众股东实益拥有）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）或联交所另行豁免的公众持股量规定；及(iii)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；

- (i) 投资者不是公司的现有股东、关连人士或联属人士，并且不代表前述任何人士行事；
- (j) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，公司、联席保荐人及/或整体协调人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 公司、联席保荐人、整体协调人及其各自的附属公司、代理人、董事、监事、雇员或联属人士以及任何其他全球发售的参与方均不对因获取投资者股份或与投资者股份的任何交易相关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不能直接或间接在美国或向美国人士或为美国人士的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不能直接或间接在其他任何司法权区发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (m) 其理解及同意投资者股份的转让仅可根据 S 规例，在美国境外在「离岸交易」（定义见 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法权区的任何适用证券法律进行，且任何代表投资者股份的任何股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，公司、联席保荐人、整体协调人或国际发售的任何国际承销商及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (o) 除第 5.2 条规定者外，在投资者股份由投资者的附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (p) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
 - (i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者、建汇基金或任何获授权接受者的过错成为公开信息；
 - (ii) 应以其最大努力确保其（已获根据第 6.1(p) 条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及
 - (iii) 不得并确保其（已获根据第 6.1(p) 条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区

的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股股份或公司或其联属人士或联系人的其他证券或衍生工具；

- (q) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或建汇基金及/或彼等各自的代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或建汇基金及/或彼等各自的代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者及/或建汇基金在决定是否投资于投资者股份时不应依赖该等信息及材料。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者、建汇基金及/或彼等各自的代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者、建汇基金及/或彼等各自的代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
 - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者、建汇基金及/或彼等各自的代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；及
 - (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或建汇基金提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者及/或建汇基金在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (r) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (s) 投资者并非因以下原因而获得投资者股份，且投资者、建汇基金及其各自的联属人士或任何代表其或彼等人士并无参与或将不会参与 (i) 任何定向销售活动（根据 S 规例的定义），或 (ii) 任何与投资者股份相关的一般招揽或一般广告（根据证券法下 D 规例第 502(c)条的定义）；
- (t) 其已获提供其认为对评估认购投资者股份的利弊及风险属必需及适宜的所有信息，已获提供机会向公司、联席保荐人及整体协调人提出有关公司、投资者股份及其认为对评估认购投资者股份的利弊及风险属必需及适宜的其他相关事项的问题并获得公司、联席保荐人或整体协调人的回答，公司已向投资者及建汇基金或其各自的代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

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

高级职员、雇员、代理人、代表、联系人、合伙人和顾问以及其他全球发售参与方并未作出关于投资者股份将存在公开市场的保证；

- (z) 若全球发售因任何原因延迟、终止或未能完成，公司、联席保荐人、整体协调人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表均无需对投资者或建汇基金或彼等附属公司承担任何责任；
 - (aa) 公司及整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目； (ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；及(iii) 其他调整或重新分配所发售的 H 股、公开文件中列出的指示性发售价范围以及联交所批准并符合适用法律的发售价；
 - (bb) 投资者及建汇基金各自已同意，投资总额及相关经纪费及征税的付款应于上市日上午八时正支付；
 - (cc) 投资者及建汇基金各自与公司、公司任何股东、联席保荐人及/或整体协调人之间，除本协议及投资者与公司之间签订的保密协议外，并未签订其他与全球发售相关的协议；
 - (dd) 任何不符合本协议限制的要约、出售、质押或其他转让，公司将不予承认相关股份；
 - (ee) 任何 H 股股份的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、其他证券法律及任何认可证券交易所的任何其他适用法律对股份交易的限制；及
 - (ff) 如果投资者通过合格境内机构投资者（“**QDII**”）进行本协议下的投资，投资者无条件且不可撤销地向公司、联席保荐人和整体协调人承诺并保证：
 - (i) 投资者将确保 QDII 受本协议产生的、在本协议下或与本协议相关的所有义务、承诺、声明、保证、赔偿和责任的约束（包括声明和保证 QDII (a) 不是且不会成为一名美国人士； (b) 位于美国境外；以及 (c) 根据证券法下 S 规例在离岸交易中获取投资者股份（“**投资者义务**”））；及
 - (ii) 投资者将确保并无条件且不可撤销地向公司、联席保荐人和整体协调人保证 QDII 将适当且按时履行和遵守所有投资者义务。
 - (gg) 投资者由建汇基金直接全资实益拥有。
- 6.2 投资者及建汇基金共同及个别地向公司、联席保荐人及整体协调人进一步陈述、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；

- (b) 有资格接收和使用本协议下的信息（其中包括本协议、招股说明书草稿和初步发售通函草稿），这些信息不会违反适用于该投资者或建汇基金的所有法律，也不会在该投资者或建汇基金所在的司法管辖区内需要任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，投资者及建汇基金履行其在本协议下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束，除第 3.1 条规定的条件外；
- (e) 本协议已经投资者及建汇基金妥为授权、签署及交付，构成投资者及建汇基金的合法、有效及有约束力的义务，可根据其条款对其强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 投资者及建汇基金已经获得根据适用于投资者及建汇基金的任何相关法律须由投资者及建汇基金就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」），该等批准已生效且未被撤销、撤回或废止，且无任何未履行的先决条件。投资者及建汇基金进一步同意及承诺，若任何该等批准因任何原因不再具有完全效力或被撤销、撤回或废止，将立即以书面形式通知公司、联席保荐人及整体协调人；
- (h) 投资者及建汇基金签署及交付本协议、投资者及建汇基金履行本协议及投资者认购投资者股份及完成本协议所述交易不会抵触或导致投资者或建汇基金违反(i)投资者或建汇基金各自的组织章程大纲及细则或其他宪章性文件；或(ii)投资者或建汇基金须就本协议所述交易遵循或另行就投资者认购投资者股份适用于投资者或建汇基金各自的任何司法权区的法律；或(iii)对投资者或建汇基金有约束力的任何协议或其他文书；或(iv)对投资者或建汇基金各自有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已遵守且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按具有管辖权的机构或主体或证券交易所的规定，应要求及时直接或间接通过公司、联席保荐人及/或整体协调人向联交所、香港证监会、中国证监会及/或其他政府、公共、货币或监管部门或机构或证券交易所（统称「**监管机构**」）提供资料或促使或促成他人提供资料，并在各种情况下，根据适用法律或任何监管机构不时所要求，同意及赞成披露该等资料（包括但不限于(i)投资者、建汇基金及其最终实益拥有人的身份信息，及/或发出有关认购投资者股份的指示的最终负责人的身份信息（包括但不限于其各自的名称和注册地点）；(ii)本协议项下的拟

议交易（包括但不限于本协议项下的投资者股份认购详情、投资者股份数量、投资总额以及禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品以及有关详情（包括但不限于认购者及其最终实益拥有人以及该等掉期安排或其他金融或投资产品的提供者的身份信息）；及/或 (iv) 投资者、建汇基金或其实益拥有人和联系人，与公司及其任何股东之间的任何关联关系）（统称「**投资者相关信息**」）。投资者及建汇基金各自进一步授权公司、联席保荐人、整体协调人或彼等各自的附属人士、董事、高级职员、雇员、顾问及代表，根据上市规则、适用法律或任何相关监管机构的规定向监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者及建汇基金各自具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的利弊及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有丰富经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非联席保荐人、整体协调人及资本市场中介人或承销商的客户；
- (l) 其作为主事人为自身利益、以投资为目的及以自营投资基准认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任公司董事或高级职员；
- (m) 如果认购投资者股份发生在美国境外，则按照 S 规例中定义的「离岸交易」实施且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者、建汇基金及彼等实益拥有人及/或联系人(i)为独立于公司的第三方；(ii)并非公司的关连人士（定义见上市规则）或联系人，且投资者认购投资者股份不会导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就公司的控制权而言，彼等在紧接本协议完成时将独立于公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)具有财务能力并将使用自有资金履行本协议项下的所有义务；(iv)并未直接或间接接受(a)公司任何核心关连人士（定义见上市规则）或(b)公司、公司或其任何附属公司的任何董事、监事、最高行政人员、主要股东或现有股东或彼等各自的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受公司任何该等人士就公司的证券的收购、处置、投资或其他处置接受该等核心关连人士的指示；及(v)与公司或其任何股东并无任何关联关系，除非另以书面形式向公司、联席保荐人及整体协调人披露；

- (p) 投资者将通过香港结算的 FINI 系统提供提交给联交所和香港结算的所需信息，并确保投资者及建汇基金提供的所有信息在所有重要方面都是真实、完整和准确的，并且这些信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露。
- (q) 投资者将使用其自有资金认购投资者股份，并且未获得也不打算获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (r) 投资者、其实益拥有人及/或联系人并非全球发售的任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、承销商、牵头经纪人或任何分销商的「关连客户」。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (s) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (t) 投资者、建汇基金及彼等实益拥有人或彼等各自的联系人均非公司或其联系人的董事（包括在前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人；
- (u) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在公司配发结果公告中识别的任何承配人组别；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章的规定；
- (x) 投资者及其紧密联系人（具有上市规则赋予的含义）在公司已发行股本中的总持股比例（直接和间接）不应导致公司公众持有的证券总额（具有上市规则赋予的含义）低于上市规则要求的百分比或联交所批准的其他百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以公司任何关连人士、联席保荐人、整体协调人或全球发售的任何承销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (z) 除本协议规定者外，投资者及建汇基金并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；

- (aa) 除先前向公司、联席保荐人及整体协调人书面披露者外，投资者、其实益拥有人及/或联系人并无订立且不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；
- (bb) 除本协议外，投资者或其任何联系人均未申请或获配发，也不会通过簿记建档程序申请或获配发全球发售下的任何 H 股；及
- (cc) 建汇基金承诺确保投资者（包括本协议规定的投资者的任何及所有受让人）适当并按时履行及遵守其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、承认、确认及约定；及倘及无论何时投资者于履行或达成任何投资者义务（包括付款义务）时因任何原因而违反任何规定，则建汇基金应立即按要求以本协议规定的方式无条件履行或促使履行、达成或促使达成与上述违约情形有关的投资者在本协议项下的义务（包括付款义务，视情况而定），以便公司、联席保荐人及整体协调人获赋予在投资者已适当履行及达成付款义务等投资者义务的情况下其应得的利益。建汇基金同意及承诺向投资者作出充足的出资，确保投资者履行其在本协议项下的义务。该承诺构成一项直接的、主要的及无条件的义务，一经要求即向公司、联席保荐人及整体协调人支付投资者按照本协议规定有责任支付的任何款项，且一经要求立即履行投资者在本协议项下的义务，无需要求公司、联席保荐人及整体协调人事先对投资者或任何其他人士采取措施，该承诺应在所有投资者义务（包括付款义务）均获履行或达成前将一直有效。

6.3 投资者及建汇基金各自向公司、联席保荐人及整体协调人声明及保证，附录 2 所载的与其及其集团成员公司有关的描述在所有方面属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者及建汇基金各自不可撤销地同意，若公司、联席保荐人及整体协调人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附录 2 所载的描述）载入公开文件、营销及路演材料及公司、联席保荐人及/或整体协调人就全球发售可能发布的其他公告。投资者及建汇基金各自承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或公司、联席保荐人及/或整体协调人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者及建汇基金各自特此同意，在审查将纳入不时向投资者或建汇基金提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者及建汇基金合理要求的修改（若有）后，投资者及建汇基金各自应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

6.4 投资者及建汇基金各自理解，载于第 6.1 条和第 6.2 条的同意、陈述、保证、承诺、确认和承认可能须根据香港法律及美国证券法律及其他法规提供。投资者及建汇基金各自承认，公司、联席保荐人、整体协调人、全球发售的其他承销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者及建汇基金的保证、承诺、陈述及承认的真实性、完整性及准确性，投资者同意，

若任何该等保证、承诺、陈述及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知公司、联席保荐人及整体协调人。

- 6.5 投资者及建汇基金共同及个别地同意及承诺，对于公司、联席保荐人、整体协调人及全球发售的其他承销商（代表其自身及彼等各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、职员、联系人、合伙人、代理及代表）（下文统称「受弥偿方」）因投资者或建汇基金或彼等各自的高级职员、董事、监事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者或建汇基金根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的同意、陈述、保证、承诺（视情况而定）应解释为单独的同意、陈述、保证、承诺，并应视为在上市日及延迟交割日（如适用）再次作出。
- 6.7 公司声明、保证及承诺：
- (a) 其已根据中国法律注册成立并有效存续；
 - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
 - (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；
 - (d) 公司、公司的单一最大股东、本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理均未与投资者、建汇基金或彼等联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括上市指南第 4.15 章）的协议或安排（包括任何附函）；及
 - (e) 除本协议规定者外，本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
- 6.8 公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.6 或 4.7 条终止；
- (b) 若投资者或建汇基金在国际发售完成日期或之前或延迟交割日（如适用）或之前严重地违反本协议（包括投资者及/或建汇基金（或根据第 5.2 条转让投资者股份的情形下的全资附属公司）严重地违反在本协议项下作出的陈述、保证、承诺及确认），公司或任一 联席保荐人及整体协调人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 9.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 12 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方向于该等终止之时或之前就本协议条款对其他方应计的权利或义务。尽管有上述规定，第 6.5 条和投资者及建汇基金给予的弥偿在本协议终止后仍然有效。

8 承诺

8.1 如任何相关股份将由投资者持有，建汇基金向公司、联席保荐人及整体协调人进一步无条件且不可撤销地陈述、保证及承诺：

- (a) 建汇基金向本公司承诺确保投资者根据本协议支付所有款项，该承诺在所有投资者义务（包括付款义务）均获履行或达成前将一直有效；
- (b) 承诺确保投资者（包括第 5.2 条规定的投资者的任何和所有受让人）适当、准时地履行和遵守本协议项下所有协议、义务、承诺、保证、陈述、赔偿、同意、确认及契约；
- (c) 承诺向投资者提供足够的投资，以确保投资者履行其在本协议项下的义务；
- (d) 承诺在锁定期内，未经本公司、联席保荐人及整体协调人事先书面同意，不会出售其在投资者的全部或部分合法权益或实益权益；
- (e) 承诺根据要求对因投资者（包括第 5.2 条规定的投资者的任何和所有受让人）违反本协议中包含的任何协议、保证和承诺而直接或间接引起或产生的任何和所有损失、费用、开支、索赔、诉讼、责任、程序或损害进行全面有效的赔偿，并使每个受偿方免受损害；及
- (f) 建汇基金放弃其于本公司、联席保荐人及整体协调人和建汇基金之间可能拥有的要求其先向投资者追索或要求支付款项任何权利，故本公司、联席保荐人及整体协调人可首先针对投资者进行或要求投资者付款的任何权利，建汇基金作为主要债务人将承担责任，如同其与投资者共同及个别地订立本协议。

8.2 建汇基金于本公司或联席保荐人或整体协调人要求时支付投资者根据本协议有责任支付的任何款项，并应要求立即履行投资者在本协议项下的任何义务。就本第 **Error! Reference source not found.** 条而言，本协议中的“投资者”一词应解释为包括“投资者附属公司”。建汇基金在本协议项下的义务不受任何可能影响或损害该等义务的事情或事件影响但本条款可能会影响或损害该等义务，包括但不限于：

- (i) 本协议的任何修订、变更或转让或其条款的任何豁免；
- (ii) 给予投资者或任何第三方的任何解除或授予时间或其他延缓；
- (iii) 任何影响投资者的清盘、解散、重建、法律限制、无行为能力或缺乏公司权力或授权或其他情况（或投资者就任何此类事件采取的任何行动）；或
- (iv) 任何其他行为、事件、疏忽或遗漏（无论公司、联席保荐人、整体协调人、建汇基金或投资者是否知悉）将会或可能会损害或免除建汇基金的责任或为建汇基金提供任何法律或衡平法上的抗辩。

9 公告及机密性

9.1 除本协议及投资者订立的保密协议另行规定者外，未经其他各方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及公司、联席保荐人、整体协调人及投资者及/或建汇基金的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或公司、联席保荐人及/或整体协调人受其管辖的其他监管机构披露，投资者及建汇基金的背景信息以及公司与投资者及建汇基金之间的关系可载入由公司或代表公司发布的公开文件及公司、联席保荐人及/或整体协调人就全球发售可能发布或代其发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该一方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该一方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

- 9.2 投资者及建汇基金不得作出关于本协议或任何附属事项的其他提述或披露，除非投资者及建汇基金已事先咨询公司、联席保荐人及整体协调人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 9.3 公司应以其合理努力，在发布前在公开文件中提供任何与本协议、公司和投资者及建汇基金之间的关系以及投资者及建汇基金的一般背景信息有关的声明，以供投资者及建汇基金审阅。投资者及建汇基金各自应配合公司、联席保荐人及整体协调人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向公司、联席保荐人及整体协调人及彼等各自的顾问提供任何意见和验证文件。
- 9.4 投资者及建汇基金各自承诺，将及时就第 9.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供公司或、联席保荐人及整体协调人合理要求的与其、其拥有权（包括最终实益拥有权）、其与公司的关系有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者及建汇基金的描述及验证该等描述；及(ii)使公司能够遵守有管辖权的监管机构（包括联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

10 通知

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

若发送至公司，则发送至：

地址：	安徽省芜湖市经济技术开发区长春路 8 号
电邮：	chenglijuan@mychery.com
传真：	05535923838
收件人：	程琍娟

若发送至投资者，则发送至：

地址：	合肥市包河区武汉路 229 号
电邮：	taoxiangzhi@126.com
收件人：	陶相芝

若发送至建汇基金，则发送至：

地址：	合肥市包河区武汉路 229 号
电邮：	taoxiangzhi@126.com
收件人：	陶相芝

若发送至中金公司，则发送至：

地址：	香港中环港景街 1 号国际金融中心 1 期 29 楼
电邮：	ib_spring_2025@cicc.com.cn

传真: +852 2872 2100
收件人: Project Spring deal team

若发送至华泰金控, 则发送至:

地址: 香港中环皇后大道中 99 号中环中心 62 楼
电邮: projectspring2024@htsc.com
收件人: ECM

若发送至广发融资及广发证券(香港)经纪, 则发送至:

地址: 香港湾仔骆克道 81 号广发大厦 27 楼
电邮: projectspring2024_WG@gfgroup.com.hk
传真: +852 2907 6178
收件人: 俞慧, 刘珀豪, 李梦旻(广发融资)
张效良, 陈思佳(广发证券(香港)经纪)

若发送至中信里昂, 则发送至:

地址: 香港金钟道 88 号太古广场第一期 18 楼
电邮: projectspring2025@clsa.com
project_spring2025@citics.com
传真: +852 2868 0189
收件人: Juncheng Yang (Juncheng.yang@clsa.com)

- 10.2 根据本协议交付的任何通知应由专人交付或通过传真、电子邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付, 则在交付时视为已收到, 如通过传真发送, 则在收到传输确认后视为已收到, 若通过电邮发送, 则为电邮妥为发送且未收到未送达通知之时, 如通过预付邮资的邮寄方式发送, 在没有证据证明提前收到的情况下, 则在其邮寄四十八(48)小时后(在通过航空邮寄发送的情况下, 则在六(6)日后)视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

11 一般事项

- 11.1 各方均确认及声明, 本协议已经其妥为授权、签署及交付, 构成其合法、有效及有约束力的义务, 可根据本协议条款对其强制执行。除公司为实施全球发售可能要求的有关同意、批准及授权外, 概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务, 各方进一步确认, 其可履行本协议项下所述义务。
- 11.2 本协议所载联席保荐人及整体协调人各自的义务为各别(而非共同或共同与各别)。倘任何联席保荐人或整体协调人未能履行其在本协议项下的义务, 其他联席保荐人或整体协调人概不负责, 且该等未能履行其义务将不会影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定, 在适用法律允许的范围内, 联席保荐人及整体协调人各自有权单独或共同强制执行其在本协议项下的任何或全部权利。

- 11.3 除有明显错误外，公司及整体协调人为本协议目的就投资者股份数目、发售价以善意作出的计算及厘定应为最终及具约束力的决定。
- 11.4 投资者、建汇基金、公司、联席保荐人及整体协调人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 11.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字并盖章。为免生疑问，本协议的任何变更或变更均无需事先通知非协议各方的任何人员或征得其同意。
- 11.6 本协议仅以中文签署。
- 11.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税（如有）应由相关转让人/卖家及相关受让人/买家均摊。
- 11.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以共同书面协议方式延展。
- 11.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 11.10 除投资者订立的保密协议外，本协议构成各方关于投资者对公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 11.11 在本第 11.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
- (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 11.11(a)分条所述人士同意。
- 11.12 任一联席保荐人及整体协调人有权且特此获授权将其任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向公司或投资者或建汇基金发出有关该等转授的事先通知）。尽管存在任何该等转授，该联席保荐人或整体协调人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 11.13 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定

的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

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

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

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

11.16 在不损害向投资者及建汇基金申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者或建汇基金于上市日或延迟交割日（如适用）或之前违反任何保证，则公司、联席保荐人及整体协调人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

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

11.18 承认美国特别处理机制

- (a) 如果任何属于被涵盖实体的任何一方根据美国特别处理机制受到诉讼程序的约束，则对于该方在本协议及其在本协议中的任何权益和义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议、及任何该等权益和义务受美国或美国某州法律的管辖）。
- (b) 当任何一方属于被涵盖实体或 BHC 法案联属人士受制于美国特别处理机制下的任何程序时，对于本协议下可就该方行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。
- (c) 本协议中使用的术语定义如下：
 - (i) “**BHC 法案联属人士**” 具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；；
 - (ii) “**被涵盖实体**” 指以下任何一种：
 - (A) 《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“**被涵盖实体**”；

(B) 《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“被涵盖银行”；或

(C) 《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“被涵盖的 FSI”；

(iii) “违约权利”具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；及

(iv) “美国特别处理机制”指以下任何一项：(i)《联邦存款保险法》及其颁布的法规及(ii)《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及其颁布的法规。

12 管辖法律及司法权区

12.1 本协议及各方之间的关系受香港法律管辖并按其解释。

12.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索，或协议违约、终止或失效应由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港。仲裁员应为三(3)名，且仲裁程序中采用的语言应为中文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

13 豁免权

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

14 法律文书代收人

14.1 投资者及建汇基金各自不可撤销地委任陈亚雷（地址为香港湾仔港湾道 18 号中环广场 65 楼 6503 室）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。

- 14.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者及建汇基金各自不可撤销地同意委任公司、联席保荐人及整体协调人接受的替代法律文书代收人，并在三十(30)天内向公司及、联席保荐人及整体协调人交付关于新法律文书代收人接受委任的文件副本。

15 副本

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

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

奇瑞汽车股份有限公司



姓名：张国忠

职衔：执行董事、常务副总裁

为及代表

合肥建匯戰新基石投資有限公司

陈亚雷

姓名：陈亚雷

职衔：董事

为及代表

合肥建汇战新股权投资基金合伙企业（有限合伙）



黄玲

姓名：黄玲

职衔：委派代表

为及代表

中国国际金融香港证券有限公司



姓名：梁锦

职衔：董事总经理

为及代表

华泰金融控股(香港)有限公司

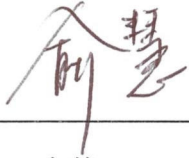
A handwritten signature in black ink, consisting of stylized cursive characters, positioned above a horizontal line.

姓名：黄志明

职衔：执行董事

为及代表

广发融资（香港）有限公司



姓名：俞慧

职衔：董事总经理

为及代表

广发融资（香港）有限公司

Handwritten signature of Liu Bohao in blue ink, positioned above a horizontal line.

姓名：刘珀豪

职衔：董事

为及代表

广发证券（香港）经纪有限公司

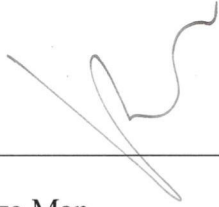


姓名：阎明

职衔：董事总经理

为及代表

中信里昂证券有限公司

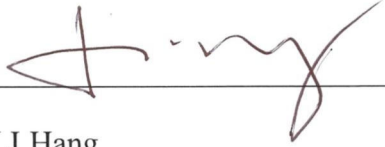
A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a solid horizontal line.

姓名： Wong Sze Man

职衔： Director

为及代表

中信里昂证券有限公司



姓名: LI Hang

职衔: Managing Director

附录 1

投资者股份

投资者股份数目

投资者股份数目应等于(1)20,000,000 美元的等值港元（按照招股书所披露的美元兑换港元的收市汇率计算）（不包括投资者将就投资者股份支付的经纪费及征税）除以(2)发售价所得数目（向下取整至最接近的一整手 100 股 H 股股份）。

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），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的 H 股股份重新分配的影响。倘香港公开发售中的 H 股股份需求总量属于公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。

联席保荐人、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，从而满足上市规则的相关要求，包括但不限于：(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%）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定的最低公众持股量要求或获豁免的其他要求；(iii) 上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；或(iv)上市规则第 18 项应用指引第 3.2 段规定，全球发售中发售股份总数的至少 40%必须分配予配售部分的投资者（不包括基石投资者）。此外，联席保荐人、整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股票证券的配售指引）。

附录 2

投资者及建汇基金详情

投资者

注册成立地点:	Suite 6503, 65/F, Central Plaza, 18 Harbour Road, Wan Chai, Hong Kong
公司注册证书编号:	78763216-000-09-25-2
商业登记号码:	78763216
LEI 号码:	不适用
营业地址、电话号码及联系人:	Suite 6503, 65/F, Central Plaza, 18 Harbour Road, Wan Chai, Hong Kong +86 130 6168 0710 陈亚雷
主要活动:	投资控股
最终控股股东:	合肥市人民政府国有资产监督管理委员会
最终控股股东的注册成立地点:	合肥市天鹅湖畔小区 A1 综合楼
最终控股股东的商业登记号码:	11340100666233388F
最终控股股东的 LEI 号码:	不适用
最终控股股东的主要活动:	不适用
股东及持有的权益:	合肥建汇战新股权投资基金合伙企业（有限合伙） 100%持有
待插入招股章程的投资者描述:	合肥建汇战新基石投资有限公司（「合肥建汇」）为根据香港法律注册成立的有限公司，主要从事投资业务。其由合肥建汇战新股权投资基金合伙企业（有限合伙）（「建汇基金」）全资拥有。 Hefei Jianhui Zhanxin Cornerstone Investment Company Limited (“ Hefei Jianhui ”) is a limited company incorporated under the laws of Hong Kong, principally engaged in investment. It is wholly owned by Hefei Jianhui Zhanxin Equity Investment Fund Partnership Enterprise (Limited Partnership)* (合肥建汇战新股权投资基金合伙企业（有限合伙）) (“ Jianhui Fund ”).

相关投资者类别（如需要包含在联交所的 FINI 承配人名单模板或要求披露在与承配人有关的 FINI 界面）： 基石投资者

建汇基金

注册成立地点:	安徽省合肥市包河区黑龙江路 8 号滨湖金融小镇 BH300
公司注册证书编号:	91340111MADEYDAWXQ
商业登记号码:	不适用
主要活动:	以私募基金从事股权投资、投资管理、资产管理等活动
股东及持有的权益:	合肥市人民政府国有资产监督管理委员会
待插入招股章程的建汇基金描述:	建汇基金由合肥建投资本管理有限公司（为建汇基金的普通合伙人并实际由合肥市人民政府国有资产监督管理委员会控制）拥有 0.1212%。建汇基金并无持有 30%或以上合伙权益的有限合伙人。 Jianhui Fund is owned as to 0.1212% by Hefei Jiantou Capital Management Co., Ltd.* (合肥建投资本管理有限公司), being a general partner of Jianhui Fund and actually controlled by the State-owned Assets Supervision and Administration Commission of Hefei Municipal People's Government. There is no limited partner holding 30% or more partnership interest in Jianhui Fund.

基石投资协议

2025 年 9 月 13 日

奇瑞汽车股份有限公司

及

中邮理财有限责任公司

及

中国国际金融香港证券有限公司

及

华泰金融控股（香港）有限公司

及

广发融资（香港）有限公司

及

广发证券（香港）经纪有限公司

及

中信里昂证券有限公司

目录

条款	页码
1. 定义和解释	4
2. 投资	9
3. 完成条件	10
4. 完成	11
5. 对投资者的限制	13
6. 承认、声明、承诺及保证	15
7 终止	25
8 公告及机密性	26
9 通知	27
10 一般事项	28
11 管辖法律及司法权区	31
12 豁免权	32
13 副本	32
附录 1 投资者股份	42
附录 2 投资者详情	43

本协议（下文简称「本协议」）乃于 2025 年 9 月 13 日订立，

订约方：

1. 奇瑞汽车股份有限公司，一家于中国注册成立的股份有限公司，注册办事处位于中国安徽省芜湖市经济技术开发区长春路 8 号（下文简称「公司」）；
2. 中邮理财有限责任公司，一家在中国注册成立的公司，注册办事处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（下文简称「投资者」）；通过广发证券资产管理(广东)有限公司 QDII 投资。
3. 中国国际金融香港证券有限公司，主要营业地址位于香港中环港景街 1 号国际金融中心 1 期 29 楼（下文简称「中金公司」）；
4. 华泰金融控股（香港）有限公司，主要营业地址位于香港中环皇后大道中 99 号中环中心 62 楼（下文简称「华泰金控」）；
5. 广发融资（香港）有限公司，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发融资」，与中金公司、华泰金控合称为「联席保荐人」）；
6. 广发证券（香港）经纪有限公司，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发证券（香港）经纪」）；
7. 中信里昂证券有限公司，主要营业地址位于香港金钟道 88 号太古广场第一期 18 楼（下文简称「中信里昂」，与中金公司、华泰金控及广发证券（香港）经纪合称为「整体协调人」）。

鉴于：

- (A) 公司已申请通过全球发售方式（下文简称「全球发售」）在联交所（定义见下文）上市其 H 股股份（定义见下文），包括：
- (i) 公司在香港公开发售其 29,739,700 股 H 股股份（可予重新分配）以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 公司有条件地配售 267,657,300 股 H 股股份（可予重新分配和视乎超额配售权行使与否而定）：在美国境外（包括向香港的专业及机构投资者根据 S 规例进行离岸交易及或通过毋须受证券法登记规定规限的交易（下文简称「国际发售」）。

(B) 中金公司、华泰金控及广发融资担任全球发售的联席保荐人。中金公司、华泰金控、广发证券（香港）经纪及中信里昂担任全球发售的整体协调人及资本市场中介人。

(C) 投资者希望受限于及根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

1.1 在本协议中（包括其序文和附录），除非文意另有要求，以下词汇和表达应具有以下含义：

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

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义；

「**经纪费**」指根据费用规则第 7(1)段的规定按投资总额 1%计算的经纪费（定义见上市规则）；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司设立及运作之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介人**」指公司为全球发售之目的而委任的资本市场中介人，应具有香港证监会持牌人或注册人操守准则中赋予的含义；

「**公司条例**」指公司条例（香港法例第 622 章）；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章）；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案规则赋予的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章）；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会；

「**中国证监会备案规则**」指中国证监会发布的境内企业境外发行证券和上市管理试行办法及支持指引，经不时修订、补充或另行修改；

「**延迟交割日**」指，在香港公开发售及国际发售的承销协议签订、成为无条件及并未终止的前提下，整体协调人根据第 4.3 条通知投资者的较后日期；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置任何法定或实益权益（包括设立或以协议设立或出售或授出或同意出售或授出任何期权、或订约购买、认购、出借或以其他方式转让或处置任何购买、认购、出借或以其他方式转让或处置或购买或同意购买任何期权、合约、认股权或出售权的认股权或权利），无论直接或间接、有条件或无条件，或设立任何性质的任何第三方权利、相关股份的任何法定或实益权益或任何其他可转换为或可行使或可交换该等相关股份的证券，或代表有权收取或定约收取该等相关股份（不论直接或间接且不论有条件或无条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；

「**费用规则**」具有上市规则赋予的含义；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

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

「**本集团**」指公司及其附属公司；

「**H 股**」指公司股本中每股面值人民币 1.00 元的境外上市外资股份，将于联交所上市及以港元认购和买卖；

「**港元**」指香港的法定货币；

「**香港结算**」指香港中央结算有限公司，香港交易及结算所有限公司的全资附属公司；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**受弥偿方**」具有第 6.5 条赋予的含义；

「**国际发售**」具有序文(A)赋予的含义；

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

「**投资者相关信息**」具有第 6.2(i)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股股份，该等股份数目将根据附录 1 计算，由公司及其整体协调人厘定；

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

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的适用交易征税）、联交所的 0.00565%交易费（或于上市日收取的适用交易征税）以及会财局的 0.00015%交易征费（或于上市日收取的适用交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股股份在联交所主板的初始上市日；

「**上市指南**」指联交所发布的新上市申请人指南，经不时修订、补充或另行修改；

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

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指 H 股股份将根据全球发售每股最终港元价格（不包括经纪费及征税）；

「**超额配售权**」具有国际发售通函赋予的含义；

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

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

「**初步发售通函**」指公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函，经不时修订、补充或另行修改；

「**专业投资者**」具有证券及期货条例附录 1 第 1 部分赋予的含义；

「**招股章程**」指公司就香港公开发售在香港发布的最终招股章程；

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

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

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

「144 规则」指指证券法第 144 条；

「证券法」指美国 1933 年证券法，经不时修订、补充或另行修改；

「香港证监会」指香港证券及期货事务监察委员会；

「证券及期货条例」指证券及期货条例（香港法例第 571 章）；

「联交所」指香港联合交易所有限公司；

「附属公司」具有公司条例赋予的含义；

「美国」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「美元」指美国的法定货币；及

「美国人士」具有 S 规例第 902(k)条所规定的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附录**的提述应指本协议的条款、子条款或附录；
- (b) 索引、条款及附录标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附录构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附录；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例、法例条文、规例或规则的提述应包括：
 - (i) 对该等法例、法例条文、规例或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、规例或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；

- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，投资者将通过整体协调人及/或其联属人士（作为国际发售相关部分的国际承销商的国际代表。
- (b) 按发售价认购，公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份；及
- (c) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三(3)个营业日的时间书面通知公司、联席保荐人及整体协调人，通过身为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是 (i)非美国人士；(ii)位于美国境外；且(iii)按照 S 规例在离岸交易中购买投资者股份，前提是：

- (a) 投资者须促致该全资附属公司在该日向公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向公司、联席保荐人及整体协调人保证该全资附属公司将适当及准时履行及遵循其在本协议项下的所有因本协议产生的、在本协议项下或与本协议相关的同意、义务、承诺、保证、陈述、弥偿、准许、承认、确认及契诺；及(ii)承诺将根据第 6.5 条应要求向各受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

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

2.3 公司及整体协调人可根据第 4.3 条规定以其全权酌情决定在延迟交割日交付全部或部分投资者股份。

2.4 公司及整体协调人（代表其自身以及全球发售的其他承销商）将以彼等议定的方式厘定发售价。公司及整体协调人根据附录 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人共同豁免)方可作实：

- (a) 香港公开发售及国际发售的承销协议在不晚于该等承销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一承销协议均未终止；
- (b) 公司及整体协调人（代表其自身及全球发售的其他承销商）已议定发售价；
- (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
- (d) 任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者同意、陈述、认可、保证、承诺、确认及承认在所有方面均准确、真实及不具误导性，投资者并无重大违反本协议的行为。

- 3.2 若第 3.1 条所载的条件于本协议日期后一百八十天(180)天或之前（或公司、投资者、联席保荐人及整体协调人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免)，投资者认购投资者股份的义务以及公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业可行范围内尽快及在任何情况下不晚于本协议终止日期起计三十(30)天免息退还投资者，本协议将终止及不再生效，而公司、联席保荐人及/或整体协调人的所有义务及责任在向投资者作出悉数偿还将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本第 3.2 条所述日期的期间内对他们违反投资者根据本协议作出的同意、陈述、保证、承诺、确认及承认的行为进行纠正的权利。
- 3.3 投资者承认，无法保证全球发售将完成或将不会延迟完成或者终止，或发售价将在公开文件中载列的指示范围，若全球发售因任何原因未能于所述的日期及时间完成或根本无法完成或发售价超出公开文件载列的指示范围，公司、联席保荐人及/或整体协调人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价超出公开文件载列的指示范围，提起针对公司、联席保荐人及/或整体协调人或其各自的联属人士、董事、监事、高级职员、雇员、员工、联系人、合伙人、代理人、顾问及代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及其联属人士）（作为国际发售相关部分的国际承销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按公司及整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守(a)上市规则第 8.08(3)条的规定（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%）；(b)上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定或联交所另行豁免的最低公众持股量规定；及/或(c)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则的规定。

- 4.2 投资者应于上市日上午八时正或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。
- 4.3 若整体协调人以彼唯一酌情决定，应于上市日之后的日期（「延迟交割日」）交割全部或任何部分投资者股份，整体协调人应(i) 于不晚于上市日前两(2)个营业日的时间书面通知投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两(2)个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配售权可予行使的最后一日之后三(3)个营业日。即使投资者股份将于延迟交割日交付投资者，投资者仍需根据第 4.2 条的规定为投资者股份付款。
- 4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于两(2)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），通过中央结算系统将投资者股份交付投资者。
- 4.5 在无损第 4.3 条规定的前提下，投资者股份的交付亦可以公司、联席保荐人及整体协调人及投资者书面议定的其他方式进行，惟投资者股份的付款和交付时间应不晚于超额配售权可被行使的最后一天后的三(3)个营业日。
- 4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，公司、联席保荐人及整体协调人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，公司、联席保荐人及整体协调人的所有义务及责任将终止（但无损公司、联席保荐人及整体协调人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及相关经纪费和征税或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.7 公司、联席保荐人及整体协调人及彼等各自的联属人士因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒、猴痘病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任

何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下各自的义务，彼等无需对未能或延迟履行本协议项下各自的义务承担任何责任（不论共同或各别），且彼等各自应有权终止本协议，在此情况下，公司、联席保荐人及整体协调人保留自行决定终止本协议的权利，且在此情况下，公司、联席保荐人及整体协调人的所有义务及责任应停止及终止；惟根据本第 4.7 条终止本协议不得影响任何一方在终止时或之前就本协议条款对其他方累积的权利或责任。

- 4.8 倘若于上市日或之后无法满足上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）及 8.08(3)条有关公众持有的股份的规定，公司及整体协调人有权按其唯一及绝对酌情权调整投资者拟购买的投资者股份数目分配，以符合上市规则第 8.08(1) 条（被第 19A.13A 条修订并取代）及 8.08(3)条的规定，若公司、联席保荐人以及整体协调人调减投资者股份数目的，应于投资者支付本协议项下款项提前一（1）个营业日书面通过投资者；若公司、联席保荐人、整体协调人调增投资者股份数目的，应获得投资者的书面同意。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条及第 5.6 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与公司、联席保荐人及整体协调人立约并承诺，在自上市日起六(6)个月期间（包含上市日，下文简称「**禁售期**」）的任何时间内，未经公司、联席保荐人及整体协调人事先书面同意，投资者不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；或(iii)直接或间接地订立与任何上述交易具有相同经济效果的交易。
- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：
- (a) 至少提前五个（5）个营业日向公司、联席保荐人及整体协调人提供该转让的书面通知，其中载列有关附属公司的身份详情（包括但不限于注册地、公司注册号及商业登记号）、其与投资者的关系及该附属公司的业务，并提供公司、联席保荐人和整体协调人合理要求的证明材料，以证明拟受让方是投资者的全资附属公司；
 - (b) 在该转让之前，该全资附属公司已作出书面承诺（向公司、联席保荐人及整体协调人）作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意（且投资者承诺将

促使该全资附属公司)受本协议项下的投资者义务约束,包括本第 5 条对投资者施加的限制,如同该全资附属公司本身受该等义务及限制规限一般;

- (c) 该全资附属公司应被视为已作出下文第 6 条规定的同意、陈述、保证、承诺、确认及承认;
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者,并应共同与各别地承担本协议施加的所有责任及义务;
- (e) 若在禁售期届满之前,该全资附属公司不再或将不再为投资者的全资附属公司,其应(且投资者应促使该附属公司)立即及在任何情况下于其失去投资者全资附属公司身份之前,将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司(该其他全资附属公司应(或投资者应促使该其他全资附属公司)作出书面承诺(向公司、联席保荐人及整体协调人作出,以公司、联席保荐人及整体协调人为受益人,且条款令公司、联席保荐人及整体协调人满意),同意受本协议项下的投资者义务约束(包括本第 5 条对投资者施加的限制),并作出相同的同意、陈述、保证、承诺、确认及承认,如同该全资附属公司本身受该等义务及限制规限一般,且应共同与各别地承担本协议施加的所有责任及义务;及
- (f) 该全资附属公司是 (i)非美国人士;(ii)位于美国境外;及(iii)将依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺,除经公司、联席保荐人及整体协调人事先书面同意外,投资者及其紧密联系人于公司已发行股本总额中合共持有(直接及间接)持股总额应始终少于公司任何时候的已发行股本总额的 10%(或上市规则不时就「主要股东」定义厘定的其他比例),并且投资者在上市日后的 12 个月内不会成为上市规则所指的公司核心关连人士。此外,投资者及其紧密联系人(定义见上市规则)在公司已发行股本中的总持股比例合计(直接及间接)不应导致持有公司证券股本的公众人士(根据上市规则的规定及(如适用)联交所的豁免,包括但不限于上市规则第 8.08 条)(被第 19A.13A 条修订并取代)低于上市规则第 8.08 条(被第 19A.13A 条修订并取代)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。投资者同意于获悉上述任何情况,将书面通知公司、联席保荐人及整体协调人。

5.4 投资者同意,投资者乃基于代表所管理的理财产品持有公司的股本,应公司、联席保荐人及/或整体协调人的合理请求,投资者将向公司、联席保荐人及/或整体协调人提供合理的证据,证明投资者乃基于代表所管理的理财产品持有公司

的股本。投资者不得，且应促使其控股股东、联系人及彼等各自的实益拥有人均不得，在全球发售中通过簿记建档流程申请或订购 H 股股份（投资者股份除外）或在香港公开发售中申请 H 股股份。

5.5 投资者及其附属人士、董事、监事、高级职员、雇员或代理未曾并且不得（直接或间接）与公司、公司的单一最大股东、本集团的其他任何成员或彼等各自的附属人士、董事、监事、高级职员、雇员或代理签订任何违反或抵触上市规则（包括上市指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何附函）。

5.6 投资者将代表所管理的理财产品为认购投资者股份提供资金。

6. 承认、声明、承诺及保证

6.1 投资者向公司、联席保荐人及整体协调人各自承认、同意及确认：

- (a) 公司、联席保荐人、整体协调人及彼等各自的附属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或无法完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者承担任何责任；
- (b) 本协议及投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及于公司网站及联交所网站作为展示文件的重大合约；
- (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公司、中国证监会、联交所、香港证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露，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) 发售价将仅由公司与整体协调人（代表其自身以及国际发售的其他承销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及/或其附属人士以国际发售的国际承销商的国际代表的身份认购；

- (f) 投资者将根据公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份，并受其规限；
- (g) 投资者股份的数目可能受根据上市规则第 18 项应用指引及上市指南第 4.14 章在国际发售与香港公开发售之间的重新分配 H 股股份，或联交所可能批准及不时适用于公司的其他比例影响；
- (h) 公司、联席保荐人及整体协调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) 8.08(3)条（该条订明，于上市日期公众持股中最多 50%可由前三大公众股东实益拥有）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）或联交所另行豁免的公众持股量规定；及(iii)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；
- (i) 投资者不是公司的现有股东、关连人士或联属人士，并且不代表前述任何人士行事；
- (j) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，公司、联席保荐人及/或整体协调人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 公司、联席保荐人、整体协调人及其各自的附属公司、代理人、董事、监事、雇员或联属人士以及任何其他全球发售的参与方均不对因获取投资者股份或与投资者股份的任何交易相关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不能直接或间接在美国或向美国人士或为美国人士的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不能直接或间接在其他任何司法权区发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (m) 其理解及同意投资者股份的转让仅可根据 S 规例，在美国境外在「离岸交易」（定义见 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法权区的任何适用证券法律进行，且任何代表投资者股份的任何股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，公司、联席保荐人、整体协调人或国际发售的任何国际承销商及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未作出关于证券法第 144 条或证券

法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

- (o) 除第 5.2 条规定者外，在投资者股份由投资者的附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (p) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
 - (i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；
 - (ii) 应以其最大努力确保其（已获根据第 6.1(p)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及
 - (iii) 不得并应确保其（已获根据第 6.1(p)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股股份或公司或其联属人士或联系人的其他证券或衍生工具；
- (q) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其/彼等各自的代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖该等信息及材料。为免生疑问：
 - (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
 - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接

受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；
及

- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (r) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (s) 投资者并非因以下原因而获得投资者股份，且投资者及其附属人士或任何代表其或彼等人士并无参与或将不会参与 (i) 任何定向销售活动（根据 S 规例的定义），或 (ii) 任何与投资者股份相关的一般招揽或一般广告（根据证券法下 D 规例第 502(c)条的定义）；
- (t) 其已获提供其认为对评估认购投资者股份的利弊及风险属必需及适宜的所有信息，已获提供机会向公司、联席保荐人及整体协调人提出有关公司、投资者股份及其认为对评估认购投资者股份的利弊及风险属必需及适宜的其他相关事项的问题并获得公司、联席保荐人或整体协调人的回答，公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (u) 在作出投资决定时，投资者已经并将仅依赖公司发出的国际发售通函所载的信息，而不依赖公司、联席保荐人及/或整体协调人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，公司、联席保荐人、整体协调人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，公司、联席保荐人、整体协调人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (v) 联席保荐人、整体协调人、全球发售的其他承销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概未向其作出有关投资者股份的利弊、认购、购买或发售

该等股份或公司或集团成员的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的利弊、认购、购买或发售该等股份或公司或集团成员的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

- (w) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (x) 其已自行开展关于公司、集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表公司、联席保荐人、整体协调人或其他承销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），公司、联席保荐人、整体协调人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (y) 其理解，投资者股份当前并无公开市场，且公司、联席保荐人、整体协调人、全球发售的承销商及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、代表、联系人、合伙人和顾问以及其他全球发售参与方并未作出关于投资者股份将存在公开市场的保证；
- (z) 若全球发售因任何原因延迟、终止或未能完成，公司、联席保荐人、整体协调人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表均无需对投资者或其附属公司承担任何责任；
- (aa) 公司及整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目；(ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；及(iii) 其他调整或重新分配所发售的 H 股、公开文件中列出的指示性发售价范围以及联交所批准并符合适用法律的发售价；

- (bb) 投资者已同意，投资总额及相关经纪费及征税的付款应于上市日上午八时正支付；
- (cc) 投资者与公司、公司任何股东、联席保荐人及/或整体协调人之间，除本协议及投资者与公司之间签订的保密协议外，并未签订其他与全球发售相关的协议；
- (dd) 任何不符合本协议限制的要约、出售、质押或其他转让，公司将不予承认相关股份；
- (ee) 任何 H 股股份的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、其他证券法律及任何认可证券交易所的任何其他适用法律对股份交易的限制；及
- (ff) 如果投资者通过合格境内机构投资者（“**QDII**”）进行本协议下的投资，投资者无条件且不可撤销地向公司、联席保荐人和整体协调人承诺并保证：
 - (i) 投资者将确保 QDII 受本协议产生的、在本协议下或与本协议相关的所有义务、承诺、声明、保证、赔偿和责任的约束（包括声明和保证 QDII (a) 不是且不会成为一名美国人士；(b) 位于美国境外；以及 (c) 根据证券法下 S 规例在离岸交易中获取投资者股份（“**投资者义务**”））；及
 - (ii) 投资者将确保并无条件且不可撤销地向公司、联席保荐人和整体协调人保证 QDII 将适当且按时履行和遵守所有投资者义务。

6.2 投资者向公司、联席保荐人及整体协调人进一步陈述、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 投资者有资格接收和使用本协议下的信息（其中包括本协议、招股说明书草稿和初步发售通函草稿），这些信息不会违反适用于该投资者的所有法律，也不会在该投资者所在的司法管辖区内需要任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），

因此，投资者履行其在本协议下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束，除第 3.1 条规定的条件外；

- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 投资者已经获得根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」），该等批准已生效且未被撤销、撤回或废止，且无任何未履行的先决条件。投资者进一步同意及承诺，若任何该等批准因任何原因不再具有完全效力或被撤销、撤回或废止，将立即以书面形式通知公司、联席保荐人及整体协调人；
- (h) 投资者签署及交付本协议、投资者履行本协议及投资者认购投资者股份及完成本协议所述交易不会抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已遵守且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按具有管辖权的机构或主体或证券交易所的规定，应要求及时直接或间接通过公司、联席保荐人及/或整体协调人向联交所、香港证监会、中国证监会及/或其他政府、公共、货币或监管部门或机构或证券交易所（统称「**监管机构**」）提供资料或促使或促成他人提供资料，并在各种情况下，根据适用法律或任何监管机构不时所要求，同意及赞成披露该等资料（包括但不限于(i)投资者及其最终实益拥有人的身份信息，及/或发出有关认购投资者股份的指示的最终负责人的身份信息（包括但不限于其各自的名称和注册地点）；(ii)本协议项下的拟议交易（包括但不限于本协议项下的投资者股份认购详情、投资者股份数量、投资总额以及禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品以及有关详情（包括但不限于认购者及其最终实益拥有人以及该等掉期安排或其他金融或投资产品的提供者的身份信息）；及/或 (iv) 投资者或其实益拥有人和联系人，与公司及其任何股东之间的任何关联关系）（统称「**投资者相关信息**」）。投资者进一步授权公司、联席保荐人、整体协调人或彼等各自的联属人士、董事、高级职员、雇员、顾问

及代表，根据上市规则、适用法律或任何相关监管机构的规定向监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的利弊及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有丰富经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非联席保荐人、整体协调人及资本市场中介人或承销商的客户；
- (l) 其作为主事人为自身利益、以投资为目的及代表所管理的理财产品认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任公司董事或高级职员；
- (m) 如果认购投资者股份发生在美国境外，则按照 S 规例中定义的「离岸交易」实施且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者、其实益拥有人及/或联系人(i)为独立于公司的第三方；(ii)并非公司的关连人士（定义见上市规则）或联系人，且投资者认购投资者股份不会导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就公司的控制权而言，彼等在紧接本协议完成时将独立于公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)具有财务能力并将使用自有资金履行本协议项下的所有义务；(iv)并未直接或间接接受(a)公司任何核心关连人士（定义见上市规则）或(b)公司、公司或其任何附属公司的任何董事、监事、最高行政人员、主要股东或现有股东或彼等各自的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受公司任何该等人士就公司的证券的收购、处置、投资或其他处置接受该等核心关连人士的指示；及(v)与公司或其任何股东并无任何关联关系，除非另以书面形式向公司、联席保荐人及整体协调人披露；
- (p) 投资者将通过香港结算的 FINI 系统提供提交给联交所和香港结算的所需信息，并确保投资者提供的信息在所有重要方面都是真实、完整和

准确的，并且这些信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露。

- (q) 投资者将使用其管理的理财产品的资金认购投资者股份，并且未获得也不打算获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (r) 投资者、其实益拥有人及/或联系人并非全球发售的任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、承销商、牵头经纪人或任何分销商的「关连客户」。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (s) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (t) 投资者、其实益拥有人或彼等各自的联系人均非公司或其联系人的董事（包括在前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人；
- (u) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或 (b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在公司配发结果公告中识别的任何承配人组别；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章的规定；
- (x) 投资者及其紧密联系人（具有上市规则赋予的含义）在公司已发行股本中的总持股比例（直接和间接）不应导致公司公众持有的证券总额（具有上市规则赋予的含义）低于上市规则要求的百分比或联交所批准的其他百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以公司任何关连人士、联席保荐人、整体协调人或全球发售的任何承销商的任何融资（不论直

接或间接)认购投资者股份;投资者及其联系人(若有)独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联;

- (z) 除本协议规定者外,投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺;
- (aa) 除先前向公司、联席保荐人及整体协调人书面披露者外,投资者、其实益拥有人及/或联系人并无订立且不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;及
- (bb) 除本协议外,投资者或其任何联系人均未申请或获配发,也不会通过簿记建档程序申请或获配发全球发售下的任何 H 股。

- 6.3 投资者向公司、联席保荐人及整体协调人声明及保证,附录 2 所载的与其及其集团成员公司有关的描述在所有方面属真实、完整及准确,且不具误导性。在无损第 6.1(b)条规定的前提下,投资者不可撤销地同意,若公司、联席保荐人及整体协调人以其唯一判断认为属必需,可将其名称及本协议的所有或部分描述(包括附录 2 所载的描述)载入公开文件、营销及路演材料及公司、联席保荐人及/或整体协调人就全球发售可能发布的其他公告。投资者承诺,将在合理可行的情况下尽快及时提供与其、其拥有权(包括最终实益拥有权)有关及/或公司、联席保荐人及/或整体协调人可能合理要求与其他相关事项相关的更多信息及/或支持文件,以确保彼等遵循适用的法律及/或有管辖权的监管机构(包括但不限于联交所、香港证监会及中国证监会)的公司或证券登记及/或其他要求;投资者特此同意,在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改(若有)后,投资者应视为已保证,该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。
- 6.4 投资者理解,载于第 6.1 条和第 6.2 条的同意、陈述、保证、承诺、确认和承认可能须根据香港法律及美国证券法律及其他法规提供。投资者承认,公司、联席保荐人、整体协调人、全球发售的其他承销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、陈述及承认的真实性、完整性及准确性,投资者同意,若任何该等保证、承诺、陈述及承认在任何方面不再准确及完整或变得带有误导性,其将及时书面通知公司、联席保荐人及整体协调人。
- 6.5 投资者同意及承诺,对于公司、联席保荐人、整体协调人及全球发售的其他承销商(代表其自身及彼等各自的联属人士、控制其的任何人士(定义见证券法)其各自的高级职员、董事、监事、雇员、职员、联系人、合伙人、代理及代表)(下文统称「**受弥偿方**」)因投资者或其高级职员、董事、监事、雇员、员工、

联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的同意、陈述、保证、承诺（视情况而定）应解释为单独的同意、陈述、保证、承诺，并应视为在上市日及延迟交割日（如适用）再次作出。

6.7 公司声明、保证及承诺：

- (a) 其已根据中国法律注册成立并有效存续；
- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
- (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；
- (d) 公司、公司的单一最大股东、本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理均未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括上市指南第 4.15 章）的协议或安排（包括任何附函）；及

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

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

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.6 或 4.7 条终止；

(b) 若投资者在国际发售完成日期或之前或延迟交割日（如适用）或之前严重地违反本协议（包括投资者（或根据第 5.2 条转让投资者股份的情形下的全资附属公司）严重地违反在本协议项下作出的陈述、保证、承诺及确认），公司或任一联席保荐人及整体协调人可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。尽管有上述规定，第 6.5 条和投资者给予的弥偿在本协议终止后仍然有效。

8 公告及机密性

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

(a) 由任一方向联交所、香港证监会、中国证监会及/或公司、联席保荐人及/或整体协调人受其管辖的其他监管机构披露，投资者的背景信息以及公司与投资者之间的关系可载入由公司或代表公司发布的公开文件及公司、联席保荐人及/或整体协调人就全球发售可能发布或代其发布的营销及路演材料及其他公告；

(b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该一方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该一方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) 由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

- 8.2 投资者不得作出关于本协议或任何附属事项的其他提述或披露，除非投资者已事先咨询公司、联席保荐人及整体协调人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 8.3 公司应以其合理努力，在发布前在公开文件中提供任何与本协议、公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合公司、联席保荐人及整体协调人确保该等公开文件中所有对其的描述属实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向公司、联席保荐人及整体协调人及彼等各自的顾问提供任何意见和验证文件。
- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供公司或、联席保荐人及整体协调人合理要求的与其、其拥有权（包括最终实益拥有权）、其与公司的关系有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使公司能够遵守有管辖权的监管机构（包括联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 0 条规定的方式向以下地址交付：

若发送至公司，则发送至：

地址：	安徽省芜湖市经济技术开发区鞍山路 8 号
电邮：	chenglijuan@mycherry.com
传真：	05535923838
收件人：	程琍娟

若发送至投资者，则发送至：

地址：	北京市西城区金融大街 6 号楼 A 座 6 层
电话：	010-89621763
收件人：	许凌达

若发送至中金公司，则发送至：

地址：	香港中环港景街 1 号国际金融中心 1 期 29 楼
电邮：	ib_spring_2025@cicc.com.cn
传真：	+852 2872 2100

收件人: Project Spring deal team

若发送至华泰金控, 则发送至:

地址: 香港中环皇后大道中 99 号中环中心 62 楼
电邮: projectspring2024@htsc.com
收件人: ECM

若发送至广发融资, 则发送至:

地址: 香港湾仔骆克道 81 号广发大厦 27 楼
电邮: projectspring2024_WG@gfgroup.com.hk
传真: +852 2907 6178
收件人: 俞慧, 刘珀豪, 李梦旻

若发送至广发证券(香港)经纪, 则发送至:

地址: 香港湾仔骆克道 81 号广发大厦 27 楼
电邮: projectspring2024_WG@gfgroup.com.hk
传真: +852 2907 6178
收件人: 张效良, 陈思佳

若发送至中信里昂, 则发送至:

地址: 香港金钟道 88 号太古广场第一期 18 楼
电邮: projectspring2025@clsa.com
project_spring2025@citics.com
传真: +852 2868 0189

- 9.2 收件人: Juncheng Yang (Juncheng.yang@clsa.com)根据本协议交付的任何通知应由专人交付或通过传真、电子邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付, 则在交付时视为已收到, 如通过传真发送, 则在收到传输确认后视为已收到, 若通过电邮发送, 则为电邮妥为发送且未收到未送达通知之时, 如通过预付邮资的邮寄方式发送, 在没有证据证明提前收到的情况下, 则在其邮寄四十八(48)小时后(在通过航空邮寄发送的情况下, 则在六(6)日后)视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明, 本协议已经其妥为授权、签署及交付, 构成其合法、有效及有约束力的义务, 可根据本协议条款对其强制执行。除公司为实施全球发售

可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

- 10.2 本协议所载联席保荐人及整体协调人各自的义务为各别（而非共同或共同与各别）。倘任何联席保荐人或整体协调人未能履行其在本协议项下的义务，其他联席保荐人或整体协调人概不负责，且该等未能履行其义务将不会影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，联席保荐人及整体协调人各自有权单独或共同强制执行其在本协议项下的任何或全部权利。
- 10.3 除有明显错误外，公司及整体协调人为本协议目的就投资者股份数目、发售价以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、公司、联席保荐人及整体协调人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，本协议的任何变更或变更均无需事先通知非协议各方的任何人员或征得其同意。
- 10.6 本协议仅以中文版本签署。
- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税（如有）应由相关转让人/卖家及相关受让人/买家均摊。
- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以共同书面协议方式延展。
- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：

- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11(a)分条所述人士同意。
- 10.12 任一联席保荐人及整体协调人有权且特此获授权将其任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该联席保荐人或整体协调人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.13 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面属于或变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或延迟交割日（如适用）或之前违反任何保证，则公司、联席保荐人及整体协调人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

10.18 承认美国特别处理机制

- (a) 如果任何属于被涵盖实体的任何一方根据美国特别处理机制受到诉讼程序的约束，则对于该方在本协议及其在本协议中的任何权益和义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议、及任何该等权益和义务受美国或美国某州法律的管辖）。
- (b) 当任何一方属于被涵盖实体或 BHC 法案联属人士受制于美国特别处理机制下的任何程序时，对于本协议下可就该方行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。
- (c) 本协议中使用的术语定义如下：
 - (i) “**BHC 法案联属人士**” 具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；；
 - (ii) “**被涵盖实体**” 指以下任何一种：
 - (A) 《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“**被涵盖实体**”；
 - (B) 《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“**被涵盖银行**”；或
 - (C) 《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“**被涵盖的 FSI**”；
 - (iii) “**违约权利**” 具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；及
 - (iv) “**美国特别处理机制**” 指以下任何一项： (i) 《联邦存款保险法》及其颁布的法规及(ii) 《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及其颁布的法规。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索，或协议违约、终止或失效应由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港。仲裁员应为三(3)名，

且仲裁程序中采用的语言应为中文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上诉、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

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

13 副本

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

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

奇瑞汽车股份有限公司

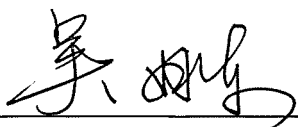


姓名：张国忠

职衔：执行董事、常务副总裁

为及代表

中邮理财有限责任公司



姓名：吴姚东

职衔：公司法人及董事长

为及代表

中国国际金融香港证券有限公司



姓名：梁锦

职衔：董事总经理

为及代表

华泰金融控股(香港)有限公司

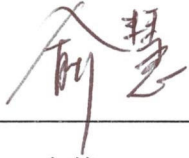


姓名： 黄志明

职衔： 执行董事

为及代表

广发融资（香港）有限公司

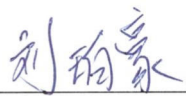


姓名：俞慧

职衔：董事总经理

为及代表

广发融资（香港）有限公司

Handwritten signature of Liu Bohao in blue ink, positioned above a horizontal line.

姓名：刘珀豪

职衔：董事

为及代表

广发证券（香港）经纪有限公司

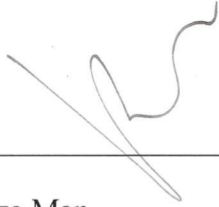


姓名：阎明

职衔：董事总经理

为及代表

中信里昂证券有限公司

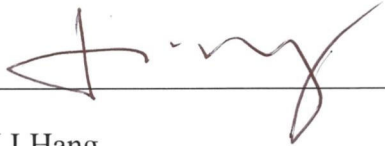
A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a horizontal line.

姓名： Wong Sze Man

职衔： Director

为及代表

中信里昂证券有限公司



姓名： LI Hang

职衔： Managing Director

附录 1

投资者股份

投资者股份数目

投资者股份数目应等于(1)20,000,000 美元的等值港元（按照招股章程所披露的美元兑换港元的收市汇率计算）（不包括投资者将就投资者股份支付的经纪费及征税）除以(2)发售价所得数目（向下取整至最接近的一整手 100 股 H 股股份）。

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），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的 H 股股份重新分配的影响。倘香港公开发售中的 H 股股份需求总量属于公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。

联席保荐人、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，从而满足上市规则的相关要求，包括但不限于：(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%）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定的最低公众持股量要求或获豁免的其他要求；(iii) 上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；或(iv)上市规则第 18 项应用指引第 3.2 段规定，全球发售中发售股份总数的至少 40%必须分配予配售部分的投资者（不包括基石投资者）。此外，联席保荐人、整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股票证券的配售指引）。

附录 2

投资者详情

投资者

注册成立地点：	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
公司注册证书编号：	110102028242815
商业登记号码：	91110102MA01PD8J6Q
LEI 号码：	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
主要活动：	（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成立地点：	北京市西城区金融大街 3 号
最终控股股东的商业登记号码：	9111000071093465XC
最终控股股东的 LEI 号码：	9111000071093465XC
最终控股股东的主要活动：	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委员会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。）

股东及持有的权益：

中国邮政储蓄银行股份有限公司 100%持股

待插入招股章程的投资者描述：

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。公司经营范围：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。

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 ultimately controlled by China Post Group Corporation Limited. 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.

相关投资者类别（如需要包含在联交所的 FINI 承配人名单模板或要求披露在与承配人有关的 FINI 界面）：

基石投资者、全权管理投资组合（定义见《上市规则》附录 F1）

基石投资协议

2025年9月13日

奇瑞汽车股份有限公司

及

星宇车灯（香港）有限公司

及

中国国际金融香港证券有限公司

及

华泰金融控股（香港）有限公司

及

广发融资（香港）有限公司

及

广发证券（香港）经纪有限公司

及

中信里昂证券有限公司

目录

条款	页码
1. 定义和解释	4
2. 投资	8
3. 完成条件	9
4. 完成	10
5. 对投资者的限制	11
6. 承认、声明、承诺及保证	13
7 终止	22
8 公告及机密性	23
9 通知	24
10 一般事项	25
11 管辖法律及司法权区	27
12 豁免权	28
13 法律文书代收人	28
14 副本	28
附录 1 投资者股份	38
附录 2 投资者详情	39

本协议（下文简称「本协议」）乃于 2025 年 9 月 13 日订立，

订约方：

1. 奇瑞汽车股份有限公司，一家于中国注册成立的股份有限公司，注册办事处位于中国安徽省芜湖市经济技术开发区长春路 8 号（下文简称「公司」）；
2. 星宇车灯（香港）有限公司，一家在中国香港注册成立的有限公司，注册办事处位于香港中环毕打街 20 号会德丰大厦 11 楼（下文简称「投资者」）；
3. 中国国际金融香港证券有限公司，主要营业地址位于香港中环港景街 1 号国际金融中心 1 期 29 楼（下文简称「中金公司」）；
4. 华泰金融控股（香港）有限公司，主要营业地址位于香港中环皇后大道中 99 号中环中心 62 楼（下文简称「华泰金控」）；
5. 广发融资（香港）有限公司，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发融资」，与中金公司、华泰金控合称为「联席保荐人」）；
6. 广发证券（香港）经纪有限公司，主要营业地址位于香港湾仔骆克道 81 号广发大厦 27 楼（下文简称「广发证券（香港）经纪」）；
7. 中信里昂证券有限公司，主要营业地址位于香港金钟道 88 号太古广场第一期 18 楼（下文简称「中信里昂」，与中金公司、华泰金控及广发证券（香港）经纪合称为「整体协调人」）。

鉴于：

- (A) 公司已申请通过全球发售方式（下文简称「全球发售」）在联交所（定义见下文）上市其 H 股股份（定义见下文），包括：
 - (i) 公司在香港公开发售其 29,739,700 股 H 股股份（可予重新分配）以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 公司有条件地配售 267,657,300 股 H 股股份（可予重新分配和视乎超额配售权行使与否而定）：在美国境外（包括向香港的专业及机构投资者根据 S 规例进行离岸交易或通过毋须受证券法登记规定规限的交易（下文简称「国际发售」））。
- (B) 中金公司、华泰金控及广发融资担任全球发售的联席保荐人。中金公司、华泰金控、广发证券（香港）经纪及中信里昂担任全球发售的整体协调人及资本市场中介人。
- (C) 投资者希望受限于及根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

1.1 在本协议中（包括其序文和附录），除非文意另有要求，以下词汇和表达应具有以下含义：

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

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义；

「**经纪费**」指根据费用规则第 7(1)段的规定按投资总额 1%计算的经纪费（定义见上市规则）；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司设立及运作之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介人**」指公司为全球发售之目的而委任的资本市场中介人，应具有香港证监会持牌人或注册人操守准则中赋予的含义；

「**公司条例**」指公司条例（香港法例第 622 章）；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章）；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案规则赋予的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章）；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会；

「**中国证监会备案规则**」指中国证监会发布的境内企业境外发行证券和上市管理试行办法及支持指引，经不时修订、补充或另行修改；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置任何法定或实益权益（包括设立或以协议设立或出售或授出或同意出售或授出任何期权、或订约购买、认购、出借或以其他方式转让或处置任何购买、认购、出借或以其他方式转让或处置或购买或同意购买任何期权、合约、认股权或出售权的认股权或权利），无论直接或间接、有条件或无条件，或设立任何性质的任何第三方权利、相关股份的任何法定或实益权益或任何其他可转换为或可行使或可交换该等相关股份的证券，或代表有权收取或定约收取该等相关股份（不论直接或间接且不论有条件或无条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；

「**费用规则**」具有上市规则赋予的含义；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

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

「**本集团**」指公司及其附属公司；

「**H 股**」指公司股本中每股面值人民币 1.00 元的境外上市外资股份，将于联交所上市及以港元认购和买卖；

「**港元**」指香港的法定货币；

「**香港结算**」指香港中央结算有限公司，香港交易及结算所有限公司的全资附属公司；

「香港」指中华人民共和国香港特别行政区；

「香港公开发售」具有序文(A)赋予的含义；

「受弥偿方」具有第 6.5 条赋予的含义；

「国际发售」具有序文(A)赋予的含义；

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

「投资者相关信息」具有第 6.2(i)条赋予的含义；

「投资者股份」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股股份，该等股份数目将根据附录 1 计算，由公司及其整体协调人厘定；

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

「征税」指香港证监会的 0.0027%交易征税（或于上市日收取的适用交易征税）、联交所的 0.00565%交易费（或于上市日收取的适用交易征税）以及会财局的 0.00015%交易征费（或于上市日收取的适用交易征费），在每种情况下，均按投资总额计算；

「上市日」指 H 股股份在联交所主板的初始上市日；

「上市指南」指联交所发布的新上市申请人指南，经不时修订、补充或另行修改；

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

「禁售期」具有第 5.1 条赋予的含义；

「发售价」指 H 股股份将根据全球发售每股最终港元价格（不包括经纪费及征税）；

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

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

「初步发售通函」指公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函，经不时修订、补充或另行修改；

「专业投资者」具有证券及期货条例附录 1 第 1 部分赋予的含义；

「自营投资基准」指投资者以其自有账户及投资目的进行的投资，而非代表任何第三方作为代理人行事，不论该投资是否为该投资者的任何股东或基金投资者谋取利益；

「招股章程」指公司就香港公开发售在香港发布的最终招股章程；

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

「S 规例」指证券法项下的 S 规例；

「监管机构」具有第 6.2(i)条赋予的含义；

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

「144 规则」指指证券法第 144 条；

「证券法」指美国 1933 年证券法，经不时修订、补充或另行修改；

「香港证监会」指香港证券及期货事务监察委员会；

「证券及期货条例」指证券及期货条例（香港法例第 571 章）；

「联交所」指香港联合交易所有限公司；

「附属公司」具有公司条例赋予的含义；

「美国」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「美元」指美国的法定货币；及

「美国人士」具有 S 规例第 902(k)条所规定的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附录**的提述应指本协议的条款、子条款或附录；
- (b) 索引、条款及附录标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附录构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附录；

- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例、法例条文、规例或规则的提述应包括：
 - (i) 对该等法例、法例条文、规例或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、规例或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，投资者将通过整体协调人及/或其联属人士（作为国际发售相关部分的国际承销商的国际代表），按发售价认购，公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三(3)个营业日的时间书面通知公司、联席保荐人及整体协调人，通过身为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是(i)非美国人士；(ii)位于美国境外；且(iii)按照 S 规例在离岸交易中购买投资者股份，前提是：

- (a) 投资者须促致该全资附属公司在该日向公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、

保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及

- (b) 投资者(i)无条件及不可撤销地向公司、联席保荐人及整体协调人保证该全资附属公司将适当及准时履行及遵循其在本协议项下的所有因本协议产生的、在本协议项下或与本协议相关的同意、义务、承诺、保证、陈述、弥偿、准许、承认、确认及契诺；及(ii)承诺将根据第 6.5 条应要求向各受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

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

- 2.3 公司及整体协调人（代表其自身以及全球发售的其他承销商）将以彼等议定的方式厘定发售价。公司及整体协调人根据附录 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

- 3.1 投资者根据本协议认购投资者股份的义务以及公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人共同豁免)方可作实：

- (a) 香港公开发售及国际发售的承销协议在不晚于该等承销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一承销协议均未终止；
- (b) 公司及整体协调人（代表其自身及全球发售的其他承销商）已议定发售价；
- (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
- (d) 任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者同意、陈述、认可、保证、承诺、确认及承认在所有方面均准确、真实及不具误导性，投资者并无重大违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天(180)天或之前（或公司、投资者、联席保荐人及整体协调人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由公司、联席保荐人及整体协调人予以豁免)，投资者认购投资者股份的义务以及公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业可行范围内尽快及在任何情况下不晚于本协议终止日期起计三十(30)天免息退还投资者，本协议将终止及不再生效，而公司、联席保荐人及/或整体协调人的所有义务及责任在向投资者作出悉数偿还将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本第 3.2 条所述日期的期间内对他们违反投资者根据本协议作出的同意、陈述、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或将不会延迟完成或者终止，或发售价将在公开文件中载列的指示范围，若全球发售因任何原因未能于所述的日期及时间完成或根本无法完成或发售价超出公开文件载列的指示范围，公司、联席保荐人及/或整体协调人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价超出公开文件载列的指示范围，提起针对公司、联席保荐人及/或整体协调人或其各自的联属人士、董事、监事、高级职员、雇员、员工、联系人、合伙人、代理人、顾问及代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或其联属人士）（作为国际发售相关部分的国际承销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按公司及整体协调人厘定的时间及方式，于国际发售完成之时予以认购。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守(a)上市规则第 8.08(3)条的规定（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%）；(b)上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定或联交所另行豁免的最低公众持股量规定；及/或(c)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则的规定

4.2 投资者应于上市日上午八时正或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。

- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于两(2)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），通过中央结算系统将投资者股份交付投资者。
- 4.4 投资者股份的交付亦可以公司、联席保荐人及整体协调人及投资者书面议定的其他方式进行，惟投资者股份的付款和交付时间应不晚于超额配售权可被行使的最后一天后的三(3)个营业日。
- 4.5 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，公司、联席保荐人及整体协调人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，公司、联席保荐人及整体协调人的所有义务及责任将终止（但无损公司、联席保荐人及整体协调人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及相关经纪费和征税或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.6 公司、联席保荐人及整体协调人及彼等各自的联属人士因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒、猴痘病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下各自的义务，彼等无需对未能或延迟履行本协议项下各自的义务承担任何责任（不论共同或各别），且彼等各自应有权终止本协议，在此情况下，公司、联席保荐人及整体协调人保留自行决定终止本协议的权利，且在此情况下，公司、联席保荐人及整体协调人的所有义务及责任应停止及终止；惟根据本第 4.6 条终止本协议不得影响任何一方在终止时或之前就本协议条款对其他方累积的权利或责任。
- 4.7 倘若于上市日或之后无法满足上市规则第 8.08(1)条（被第 19A.13C 条修订并取代）及 8.08(3)条有关公众持有的股份的规定，公司及整体协调人有权按其唯一及绝对酌情权调整投资者拟购买的投资者股份数目分配，以符合上市规则第 8.08(1)条（被第 19A.13C 条修订并取代）及 8.08(3)条的规定。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条及第 5.6 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与公司、联席保荐人及整体协调人立约并承诺，在自上市日起六(6)个月期间（包含上市日，下文简称「**禁售期**」）的任何时间内，未经公司、联席保荐人及整体协调人事先书面同意，投资者不

会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；或(iii)直接或间接地订立与任何上述交易具有相同经济效果的交易。

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

- (a) 至少提前五个（5）个营业日向公司、联席保荐人及整体协调人提供该转让的书面通知，其中载列有关附属公司的身份详情（包括但不限于注册地、公司注册号及商业登记号）、其与投资者的关系及该附属公司的业务，并提供公司、联席保荐人和整体协调人合理要求的证明材料，以证明拟受让方是投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司已作出书面承诺（向公司、联席保荐人及整体协调人）作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应被视为已作出下文第 6 条规定的同意、陈述、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同与各别地承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向公司、联席保荐人及整体协调人作出，以公司、联席保荐人及整体协调人为受益人，且条款令公司、联席保荐人及整体协调人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的同意、陈述、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同与各别地承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(i)非美国人士；(ii)位于美国境外；及(iii)将依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经公司、联席保荐人及整体协调人事先书面同意外，投资者及其紧密联系人于公司已发行股本总额中合共持有（直接及间接）持股总额应始终少于公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），并且投资者在上市日后的 12 个月内不会成为

上市规则所指的公司核心关连人士。此外，投资者及其紧密联系人（定义见上市规则）在公司已发行股本中的总持股比例合计（直接及间接）不应导致持有公司证券股本的公众人士（根据上市规则的规定及（如适用）联交所的豁免，包括但不限于上市规则第 8.08 条）（被第 19A.13A 条修订并取代）低于上市规则第 8.08 条（被第 19A.13A 条修订并取代）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。投资者同意于获悉上述任何情况，将书面通知公司、联席保荐人及整体协调人。

- 5.4 投资者同意，投资者乃基于自营投资持有公司的股本，应公司、联席保荐人及/或整体协调人的合理请求，投资者将向公司、联席保荐人及/或整体协调人提供合理的证据，证明投资者乃基于自营投资持有公司的股本。投资者不得，且应促使其控股股东、联系人及彼等各自的实益拥有人均不得，在全球发售中通过簿记建档流程申请或订购 H 股股份（投资者股份除外）或在香港公开发售中申请 H 股股份。
- 5.5 投资者及其联属人士、董事、监事、高级职员、雇员或代理未曾并且不得（直接或间接）与公司、公司的单一最大股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、雇员或代理签订任何违反或抵触上市规则（包括上市指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何附函）。
- 5.6 投资者将使用内部资源（而非通过外部融资）为认购投资者股份提供资金。

6. 承认、声明、承诺及保证

6.1 投资者向公司、联席保荐人及整体协调人各自承认、同意及确认：

- (a) 公司、联席保荐人、整体协调人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或无法完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者承担任何责任；
- (b) 本协议及投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及于公司网站及联交所网站作为展示文件的重大合约；
- (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公司、中国证监会、联交所、香港证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露，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) 发售价将仅由公司与整体协调人（代表其自身以及国际发售的其他承销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及/或其联属人士以国际发售的国际承销商的国际代表的身份认购；
- (f) 投资者将根据公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份，并受其规限；
- (g) 投资者股份的数目可能受根据上市规则第 18 项应用指引及上市指南第 4.14 章在国际发售与香港公开发售之间的重新分配 H 股股份，或联交所可能批准及不时适用于公司的其他比例影响；
- (h) 公司、联席保荐人及整体协调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) 8.08(3)条（该条订明，于上市日期公众持股中最多 50%可由前三大公众股东实益拥有）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）或联交所另行豁免的公众持股量规定；及(iii)上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；
- (i) 投资者不是公司的现有股东、关连人士或联属人士，并且不代表前述任何人士行事；
- (j) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，公司、联席保荐人及/或整体协调人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 公司、联席保荐人、整体协调人及其各自的附属公司、代理人、董事、监事、雇员或联属人士以及任何其他全球发售的参与方均不对因获取投资者股份或与投资者股份的任何交易相关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不能直接或间接在美国或向美国人士或为美国人士的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不能直接或间接在其他任何司法权区发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (m) 其理解及同意投资者股份的转让仅可根据 S 规例，在美国境外在「离岸交易」（定义见 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法权区的任何适用证券法律进行，且任何代表投资者股份的任何股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，公司、联席保荐人、整体协调人或国际发售的任何国际承销商及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未作出关于证券法第 144 条或证券

法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

- (o) 除第 5.2 条规定者外，在投资者股份由投资者的附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (p) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
 - (i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；
 - (ii) 应以其最大努力确保其（已获根据第 6.1(p)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及
 - (iii) 不得并应确保其（已获根据第 6.1(p)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股股份或公司或其联属人士或联系人的其他证券或衍生工具；
- (q) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其/彼等各自的代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖该等信息及材料。为免生疑问：
 - (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
 - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；及
 - (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该

等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；

- (r) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (s) 投资者并非因以下原因而获得投资者股份，且投资者及其附属人士或任何代表其或彼等人士并无参与或将不会参与 (i) 任何定向销售活动（根据 S 规例的定义），或 (ii) 任何与投资者股份相关的一般招揽或一般广告（根据证券法下 D 规例第 502(c)条的定义）；
- (t) 其已获提供其认为对评估认购投资者股份的利弊及风险属必需及适宜的所有信息，已获提供机会向公司、联席保荐人及整体协调人提出有关公司、投资者股份及其认为对评估认购投资者股份的利弊及风险属必需及适宜的其他相关事项的问题并获得公司、联席保荐人或整体协调人的回答，公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (u) 在作出投资决定时，投资者已经并将仅依赖公司发出的国际发售通函所载的信息，而不依赖公司、联席保荐人及/或整体协调人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，公司、联席保荐人、整体协调人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，公司、联席保荐人、整体协调人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (v) 联席保荐人、整体协调人、全球发售的其他承销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概未向其作出有关投资者股份的利弊、认购、购买或发售该等股份或公司或集团成员的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的利弊、认购、购买或发售该等股份或公司或集团成员的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (w) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

- (x) 其已自行开展关于公司、集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表公司、联席保荐人、整体协调人或其他承销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），公司、联席保荐人、整体协调人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (y) 其理解，投资者股份当前并无公开市场，且公司、联席保荐人、整体协调人、全球发售的承销商及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、代表、联系人、合伙人和顾问以及其他全球发售参与方并未作出关于投资者股份将存在公开市场的保证；
- (z) 若全球发售因任何原因延迟、终止或未能完成，公司、联席保荐人、整体协调人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表均无需对投资者或其附属公司承担任何责任；
- (aa) 公司及整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目；(ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；及(iii) 其他调整或重新分配所发售的 H 股、公开文件中列出的指示性发售价范围以及联交所批准并符合适用法律的发售价；
- (bb) 投资者已同意，投资总额及相关经纪费及征税的付款应于上市日上午八时正支付；
- (cc) 投资者与公司、公司任何股东、联席保荐人及/或整体协调人之间，除本协议及投资者与公司之间签订的保密协议外，并未签订其他与全球发售相关的协议；
- (dd) 任何不符合本协议限制的要约、出售、质押或其他转让，公司将不予承认相关股份；
- (ee) 任何 H 股股份的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、其他证券法律及任何认可证券交易所的任何其他适用法律对股份交易的限制；及
- (ff) 如果投资者通过合格境内机构投资者（“QDII”）进行本协议下的投资，投资者无条件且不可撤销地向公司、联席保荐人和整体协调人承诺并保证：

- (i) 投资者将确保 QDII 受本协议产生的、在本协议下或与本协议相关的所有义务、承诺、声明、保证、赔偿和责任的约束（包括声明和保证 QDII (a) 不是且不会成为一名美国人士；(b) 位于美国境外；以及 (c) 根据证券法下 S 规例在离岸交易中获取投资者股份（“**投资者义务**”））；及
- (ii) 投资者将确保并无条件且不可撤销地向公司、联席保荐人和整体协调人保证 QDII 将适当且按时履行和遵守所有投资者义务。

6.2 投资者向公司、联席保荐人及整体协调人进一步陈述、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 投资者有资格接收和使用本协议下的信息（其中包括本协议、招股说明书草稿和初步发售通函草稿），这些信息不会违反适用于该投资者的所有法律，也不会在该投资者所在的司法管辖区内需要任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，投资者履行其在本协议下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束，除第 3.1 条规定的条件外；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 投资者已经获得根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」），该等批准已生效且未被撤销、撤回或废止，且无任何未履行的先决条件。投资者进一步同意及承诺，若任何该等批准因任何原因不再具有完全效力或被撤销、撤回或废止，将立即以书面形式通知公司、联席保荐人及整体协调人；
- (h) 投资者签署及交付本协议、投资者履行本协议及投资者认购投资者股份及完成本协议所述交易不会抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

- (i) 其已遵守且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按具有管辖权的机构或主体或证券交易所的规定，应要求及时直接或间接通过公司、联席保荐人及/或整体协调人向联交所、香港证监会、中国证监会及/或其他政府、公共、货币或监管部门或机构或证券交易所（统称「**监管机构**」）提供资料或促使或促成他人提供资料，并在各种情况下，根据适用法律或任何监管机构不时所要求，同意及赞成披露该等资料（包括但不限于(i)投资者及其最终实益拥有人的身份信息，及/或发出有关认购投资者股份的指示的最终负责人的身份信息（包括但不限于其各自的名称和注册地点）；(ii)本协议项下的拟议交易（包括但不限于本协议项下的投资者股份认购详情、投资者股份数量、投资总额以及禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品以及有关详情（包括但不限于认购者及其最终实益拥有人以及该等掉期安排或其他金融或投资产品的提供者的身份信息）；及/或 (iv) 投资者或其实益拥有人和联系人，与公司及其任何股东之间的任何关联关系）（统称「**投资者相关信息**」）。投资者进一步授权公司、联席保荐人、整体协调人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表，根据上市规则、适用法律或任何相关监管机构的规定向监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的利弊及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有丰富经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非联席保荐人、整体协调人及资本市场中介人或承销商的客户；
- (l) 其作为主事人为自身利益、以投资为目的及以自营投资基准认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任公司董事或高级职员；
- (m) 如果认购投资者股份发生在美国境外，则按照 S 规例中定义的「离岸交易」实施且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者、其实益拥有人及/或联系人(i)为独立于公司的第三方；(ii)并非公司的关连人士（定义见上市规则）或联系人，且投资者认购投资者股份不会导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就公司的控制权而言，彼等在紧接本协议完成时将独立于公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)具有财务能力并将使用自有资金履行本协议项下的所有义务；(iv)并未直接

或间接接受(a)公司任何核心关连人士（定义见上市规则）或(b)公司、公司或其任何附属公司的任何董事、监事、最高行政人员、主要股东或现有股东或彼等各自的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受公司任何该等人士就公司的证券的收购、处置、投资或其他处置接受该等核心关连人士的指示；及(v)与公司或其任何股东并无任何关联关系，除非另以书面形式向公司、联席保荐人及整体协调人披露；

- (p) 投资者将通过香港结算的 FINI 系统提供提交给联交所和香港结算的所需信息，并确保投资者提供的所有信息在所有重要方面都是真实、完整和准确的，并且这些信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露。
- (q) 投资者将使用其自有资金认购投资者股份，并且未获得也不打算获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (r) 投资者、其实益拥有人及/或联系人并非全球发售的任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、承销商、牵头经纪人或任何分销商的「关连客户」。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (s) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (t) 投资者、其实益拥有人或彼等各自的联系人均非公司或其联系人的董事（包括在前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人；
- (u) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在公司配发结果公告中识别的任何承配人组别；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章的规定；
- (x) 投资者及其紧密联系人（具有上市规则赋予的含义）在公司已发行股本中的总持股比例（直接和间接）不应导致公司公众持有的证券总额（具

有上市规则赋予的含义) 低于上市规则要求的百分比或联交所批准的其他百分比；

- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以公司任何关连人士、联席保荐人、整体协调人或全球发售的任何承销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (z) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (aa) 除先前向公司、联席保荐人及整体协调人书面披露者外，投资者、其实益拥有人及/或联系人并无订立且不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；及
- (bb) 除本协议外，投资者或其任何联系人均未申请或获配发，也不会通过簿记建档程序申请或获配发全球发售下的任何 H 股。

6.3 投资者向公司、联席保荐人及整体协调人声明及保证，附录 2 所载的与其及其集团成员公司有关的描述在所有方面属真实、完整及准确，且不具误导性。在无损害第 6.1(b)条规定的前提下，投资者不可撤销地同意，若公司、联席保荐人及整体协调人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附录 2 所载的描述）载入公开文件、营销及路演材料及公司、联席保荐人及/或整体协调人就全球发售可能发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或公司、联席保荐人及/或整体协调人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

6.4 投资者理解，载于第 6.1 条和第 6.2 条的同意、陈述、保证、承诺、确认和承认可能须根据香港法律及美国证券法律及其他法规提供。投资者承认，公司、联席保荐人、整体协调人、全球发售的其他承销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、陈述及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、陈述及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知公司、联席保荐人及整体协调人。

6.5 投资者同意及承诺，对于公司、联席保荐人、整体协调人及全球发售的其他承销商（代表其自身及彼等各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、职员、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其高级职员、董事、监事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股

份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的同意、陈述、保证、承诺（视情况而定）应解释为单独的同意、陈述、保证、承诺，并应视为在上市日再次作出。

6.7 公司声明、保证及承诺：

- (a) 其已根据中国法律注册成立并有效存续；
- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
- (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.3 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；
- (d) 公司、公司的单一最大股东、本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理均未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括上市指南第 4.15 章）的协议或安排（包括任何附函）；及
- (e) 除本协议规定者外，本集团的任何成员及其各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

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

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.5 或 4.6 条终止；
- (b) 若投资者在国际发售完成日期或之前严重地违反本协议（包括投资者（或根据第 5.2 条转让投资者股份的情形下的全资附属公司）严重地违反在本协议项下作出的陈述、保证、承诺及确认），公司或任一联席保荐人及整体协调人可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

- 7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。尽管有上述规定，第 6.5 条和投资者给予的弥偿在本协议终止后仍然有效。

8 公告及机密性

- 8.1 除本协议另行规定者外，未经其他各方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及公司、联席保荐人、整体协调人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或公司、联席保荐人及/或整体协调人受其管辖的其他监管机构披露，投资者的背景信息以及公司与投资者之间的关系可载入由公司或代表公司发布的公开文件及公司、联席保荐人及/或整体协调人就全球发售可能发布或代其发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该一方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该一方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

- 8.2 投资者不得作出关于本协议或任何附属事项的其他提述或披露，除非投资者已事先咨询公司、联席保荐人及整体协调人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

- 8.3 公司应以其合理努力，在发布前在公开文件中提供任何与本协议、公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合公司、联席保荐人及整体协调人确保该等公开文件中所有对其的描述属实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并及时向公司、联席保荐人及整体协调人及彼等各自的顾问提供任何意见和验证文件。

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

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至公司，则发送至：

地址：安徽省芜湖市经济技术开发区长春路 8 号
电邮：chenglijuan@mychery.com
传真：05535923838
收件人：程琰娟

若发送至投资者，则发送至：

地址：江苏省常州市新北区秦岭路 182 号
电邮：liulingling@xyl.cn
传真：0519-85113616
收件人：刘玲玲

若发送至中金公司，则发送至：

地址：香港中环港景街 1 号国际金融中心 1 期 29 楼
电邮：ib_spring_2025@cicc.com.cn
传真：+852 2872 2100
收件人：Project Spring deal team

若发送至华泰金控，则发送至：

地址：香港中环皇后大道中 99 号中环中心 62 楼
电邮：projectspring2024@htsc.com
收件人：ECM

若发送至广发融资及广发证券（香港）经纪，则发送至：

地址：香港湾仔骆克道 81 号广发大厦 27 楼
电邮：projectspring2024_WG@gfgroup.com.hk
传真：+852 2907 6178
收件人：俞慧，刘珀豪，李梦旻（广发融资）
张效良，陈思佳（广发证券（香港）经纪）

若发送至中信里昂，则发送至：

地址：香港金钟道 88 号太古广场第一期 18 楼
电邮：projectspring2025@clsa.com
project_spring2025@citics.com
传真：+852 2868 0189
收件人：Juncheng Yang (Juncheng.yang@clsa.com)

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真、电子邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送且未收到未送达通知之时，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄四十八(48)小时后（在通过航空邮寄发送的情况下，则在六(6)日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议所载联席保荐人及整体协调人各自的义务为各别（而非共同或共同与各别）。倘任何联席保荐人或整体协调人未能履行其在本协议项下的义务，其他联席保荐人或整体协调人概不负责，且该等未能履行其义务将不会影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，联席保荐人及整体协调人各自有权单独或共同强制执行其在本协议项下的任何或全部权利。
- 10.3 除有明显错误外，公司及整体协调人为本协议目的就投资者股份数目、发售价以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、公司、联席保荐人及整体协调人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，本协议的任何变更或变更均无需事先通知非协议各方的任何人员或征得其同意。
- 10.6 本协议将仅以中文版本签署。
- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税（如有）应由相关转让人/卖家及相关受让人/买家均摊。

- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以共同书面协议方式延展。
- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 本协议构成各方关于投资者对公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11(a)分条所述人士同意。
- 10.12 任一联席保荐人及整体协调人有权且特此获授权将其任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该联席保荐人或整体协调人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.13 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面属于或变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

- 10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则公司、联席保荐人及整体协调人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 10.18 承认美国特别处理机制
- (a) 如果任何属于被涵盖实体的任何一方根据美国特别处理机制受到诉讼程序的约束，则对于该方在本协议及其在本协议中的任何权益和义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议、及任何该等权益和义务受美国或美国某州法律的管辖）。
 - (b) 当任何一方属于被涵盖实体或 BHC 法案联属人士受制于美国特别处理机制下的任何程序时，对于本协议下可就该方行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。
 - (c) 本协议中使用的术语定义如下：
 - (i) “**BHC 法案联属人士**” 具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；；
 - (ii) “**被涵盖实体**” 指以下任何一种：
 - (A) 《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“**被涵盖实体**”；
 - (B) 《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“**被涵盖银行**”；或
 - (C) 《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“**被涵盖的 FSI**”；
 - (iii) “**违约权利**” 具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；及
 - (iv) “**美国特别处理机制**” 指以下任何一项： (i) 《联邦存款保险法》及据其颁布的法规及(ii) 《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及据其颁布的法规。

11 管辖法律及司法权区

- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

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

12 豁免权

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

13 法律文书代收人

- 13.1 投资者不可撤销地委任刘玲玲（地址为香港中环毕打街 20 号会德丰大厦 11 楼）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。
- 13.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任公司、联席保荐人及整体协调人接受的替代法律文书代收人，并在三十(30)天内向公司及、联席保荐人及整体协调人交付关于新法律文书代收人接受委任的文件副本。

14 副本

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

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

奇瑞汽车股份有限公司

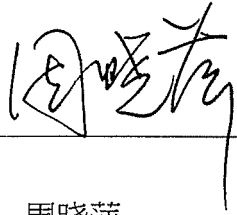


姓名：张国忠

职衔：执行董事、常务副总裁

为及代表

星宇车灯（香港）有限公司

A handwritten signature in black ink, appearing to be '周晓萍' (Zhou Xiaoping), written over a horizontal line.

姓名：周晓萍

职衔：董事

为及代表

中国国际金融香港证券有限公司



姓名：梁锦

职衔：董事总经理

为及代表

华泰金融控股(香港)有限公司

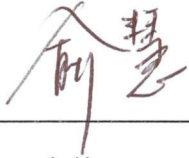


姓名： 黄志明

职衔： 执行董事

为及代表

广发融资（香港）有限公司

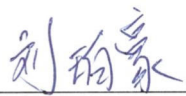
A handwritten signature in red ink, appearing to be '俞慧' (Yu Hui), written above a horizontal line.

姓名：俞慧

职衔：董事总经理

为及代表

广发融资（香港）有限公司

Handwritten signature of Liu Bohao in blue ink, positioned above a horizontal line.

姓名：刘珀豪

职衔：董事

为及代表

广发证券（香港）经纪有限公司

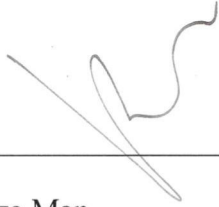


姓名：阎明

职衔：董事总经理

为及代表

中信里昂证券有限公司

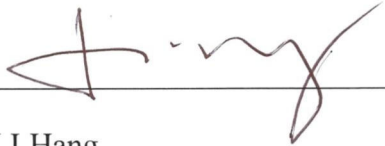
A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a solid horizontal line.

姓名： Wong Sze Man

职衔： Director

为及代表

中信里昂证券有限公司



姓名： LI Hang

职衔： Managing Director

附录 1

投资者股份

投资者股份数目

投资者股份数目应等于(1) 2000 万美元的等值港元（按照招股章程所披露的港元兑换美元的收市汇率计算）（不包括投资者将就投资者股份支付的经纪费及征税）除以(2) 发售价所得数目（向下取整至最接近的一整手 100 股 H 股股份）。

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），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的 H 股股份重新分配的影响。倘香港公开发售中的 H 股股份需求总量属于公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。

联席保荐人、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，从而满足上市规则的相关要求，包括但不限于：(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%）；(ii) 上市规则第 8.08(1)条（被第 19A.13A 条修订并取代）规定的最低公众持股量要求或获豁免的其他要求；(iii) 上市规则第 8.08A 条（被第 19A.13C 条修订并取代）规定的最低自由流通量规定；或(iv)上市规则第 18 项应用指引第 3.2 段规定，全球发售中发售股份总数的至少 40%必须分配予配售部分的投资者（不包括基石投资者）。此外，联席保荐人、整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股票证券的配售指引）。

附录 2

投资者详情

投资者

注册成立地点：	中国香港
公司注册证书编号：	1992234
商业登记号码：	62293279
LEI 号码：	不适用
营业地址、电话号码及联系人：	香港中环毕打街 20 号会德丰大厦 11 楼
主要活动：	车灯市场开发及客户、供应商关系维护
最终控股股东：	常州星宇车灯股份有限公司（股份代号 601799.SH），由周晓萍女士直接持有 42% 的股份、间接通过常州星宇投资管理有限公司持股 6.19%，为控股股东
最终控股股东的注册成立地点：	中国
最终控股股东的商业登记号码：	91320400720665406K
最终控股股东的 LEI 号码：	不适用
最终控股股东的主要活动：	专注于汽车车灯的研发、设计、制造和销售，是我国主要的汽车全套车灯总成制造商和设计方案提供商之一。
股东及持有的权益：	常州星宇车灯股份有限公司持股 100%
待插入招股章程的投资者描述：	星宇香港 星宇车灯（香港）有限公司（「星宇香港」）为根据香港法律注册成立的有限公司，主要从事汽车照明市场开发以及客户及供应商关系维护。该公司由常州星宇车灯股份有限公司（「星宇股份」，其 A 股在上海证券交易所上市，股份代号为 601799）全资拥有。星宇股份主要为汽车制造商提供照明产品。星宇股份为我们的照明产品的供应商，其采购合约按公平原则、正常商业条款及于本公司日常业务过程中订立。

Xingyu HK

Xingyu Automotive Lighting (Hong Kong) Company Limited (“Xingyu HK”) is a limited company incorporated under the laws of Hong Kong, principally engaged in automotive lighting market development and maintenance of customer and supplier relationships. It is wholly owned by Changzhou Xingyu Automotive Lighting Systems Co., Ltd.* (常州星宇车灯股份有限公司) (“Xingyu Co., Ltd.”), the A shares of which are listed on the Shanghai Stock Exchange under stock code 601799. Xingyu Co., Ltd. is principally engaged in supplying lighting products to vehicle manufacturers. Xingyu Co., Ltd. is our supplier of lighting products, the procurement contract of which was entered into on an arm’s length basis and on normal commercial terms and in the ordinary course of business of our Company.

相关投资者类别（如需要包含在联交所的 FINI 承配人名单模板或要求披露在与承配人有关的 FINI 界面）：

基石投资者

发行人的供应商

September 16, 2025

**CHERY AUTOMOBILE CO., LTD.
奇瑞汽車股份有限公司**

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

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

GF CAPITAL (HONG KONG) LIMITED

GF SECURITIES (HONG KONG) BROKERAGE LIMITED

CLSA LIMITED

and

**THE HONG KONG UNDERWRITERS
(named in Schedule 1)**

**HONG KONG UNDERWRITING AGREEMENT
relating to the Hong Kong Public Offering of H Shares in
Chery Automobile Co., Ltd.**

TABLE OF CONTENTS

	Page
1	DEFINITIONS AND INTERPRETATION 2
2	CONDITIONS.....14
3	APPOINTMENTS 17
4	HONG KONG PUBLIC OFFERING.....22
5	ALLOTMENT AND PAYMENT 27
6	STABILISATION 29
7	COMMISSIONS AND COSTS 30
8	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS.....33
9	INDEMNITY 36
10	FURTHER UNDERTAKINGS 40
11	TERMINATION 46
12	RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES 50
13	ANNOUNCEMENTS 51
14	CONFIDENTIALITY 51
15	NOTICES 53
16	GOVERNING LAW, DISPUTE RESOLUTION AND IMMUNITY 54
17	MISCELLANEOUS 55
	SCHEDULE 1 THE HONG KONG UNDERWRITERS.....60
	SCHEDULE 2 THE WARRANTIES.....63
	SCHEDULE 3 CONDITIONS PRECEDENT DOCUMENTS 98
	SCHEDULE 4 SET-OFF ARRANGEMENTS 105
	SCHEDULE 5 FORMAL NOTICE 106
	SCHEDULE 6 PROFESSIONAL INVESTOR TREATMENT NOTICE 107

THIS AGREEMENT is made on September 16, 2025

BETWEEN:

- (1) **CHERY AUTOMOBILE CO., LTD. (奇瑞汽車股份有限公司)**, a limited liability company established under the laws of the PRC in 1997 and converted into a joint stock limited liability company in the PRC on March 24, 2008, having its registered address at No. 8 Changchun Road, Economic Technology and Development Area, Wuhu, Anhui Province, the PRC (the “**Company**”);
- (2) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”);
- (3) **HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED** of 62/F, The Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”);
- (4) **GF CAPITAL (HONG KONG) LIMITED** of 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Capital**”);
- (5) **GF SECURITIES (HONG KONG) BROKERAGE LIMITED** of 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Securities (Hong Kong) Brokerage**”);
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (7) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (the “**Hong Kong Underwriters**”).

RECITALS:

- (A) The Company is a limited liability company established under the laws of the PRC in 1997 and converted into a joint stock limited liability company in the PRC on March 24, 2008, and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on March 25, 2025. As of the date hereof, the Company has a total issued share capital of RMB5,469,831,633 with a nominal value of RMB 1.00 each.
- (B) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell H Shares to the public in Hong Kong in the Hong Kong Public Offering, and, concurrently, the Company will offer and sell H Shares outside the United States to institutional and professional investors and other investors who are expected to have a sizeable demand for the H Shares in the International Offering.
- (C) CICC, Huatai and GF Capital have been appointed as the Joint Sponsors. CICC, Huatai and GF Securities (Hong Kong) Brokerage have been appointed as the Sponsor-OCs. CICC, Huatai, GF Securities (Hong Kong) Brokerage and CLSA have been appointed as the Overall Coordinators and Joint Global Coordinators in connection with the Global Offering.
- (D) The Joint Sponsors have made an application on behalf of the Company to the Stock Exchange for the listing on the Main Board of, and permission to deal in the H Shares on the Main Board.
- (E) The Hong Kong Underwriters have agreed to severally, but not jointly or jointly and severally, underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.

- (F) The Warrantor has agreed to give irrevocably the representations, warranties, undertakings and indemnities set out herein in favor of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.
- (G) The Company has appointed Computershare Hong Kong Investor Services Limited to act as the H Share Registrar.
- (H) The Company has appointed Bank of China (Hong Kong) Limited, Industrial and Commercial Bank of China (Asia) Limited and China Construction Bank (Asia) Corporation Limited as the Receiving Banks for the Hong Kong Public Offering and Bank of China (Hong Kong) Nominees Limited, Industrial and Commercial Bank of China (Asia) Nominee Limited and China Construction Bank (Asia) Corporation Limited as the Nominees to hold the application monies under the Hong Kong Public Offering.
- (I) In connection with the Global Offering, the Company has obtained the approval granted by the CSRC on August 26, 2025, authorizing the Company to proceed with the Conversion of Domestic Unlisted Shares into H Shares, the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.
- (J) The Company, the Sponsor-OCs, the Overall Coordinators and the International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (K) The Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), at their sole and absolute discretion, to require the Company to allot and issue up to an aggregate of 44,609,500 additional H Shares, representing not more than 15% of the total number of Offer Shares initially available under the Global Offering, at the Offer Price under the International Offering to cover over-allocations (if any) in the International Offering, subject to and on the terms of the International Underwriting Agreement.
- (L) At a meeting of the Board held on September 10, 2025, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and each of Mr. Yin Tongyue (尹同躍) (and his sub-authorised person) and Mr. Zhang Guozhong (張國忠) was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

“**Acceptance Date**” means September 22, 2025, being the date on which the Application Lists close in accordance with Clause 4.4;

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

“**Admission**” means the grant or agreement to grant by the Listing Committee of the Stock Exchange of the listing on the Main Board of, and permission to deal on the Main Board in the

H Shares (including any additional H Shares to be issued pursuant to the exercise, whether fully or partially, of the Over-allotment Option);

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

“**AFRC**” means the Accounting and Financial Reporting Council of Hong Kong, which is established under the Accounting and Financial Reporting Council Ordinance (Cap. 588 of the laws of Hong Kong);

“**AFRC Transaction Levy**” means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the AFRC;

“**Announcement Date**” means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Prospectus, which is currently expected to be September 24, 2025;

“**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 proof of the Prospectus posted on the Stock Exchange’s website at <http://www.hkexnews.hk> on February 28, 2025 and August 29, 2025;

“**Approvals and Filings**” means all approvals, sanctions, consents, permissions, certificates, authorizations, licenses, permits, clearances, orders, concessions, qualifications, registrations, declarations and franchises from any person, and filings and registrations with any person, of any relevant jurisdictions, including, without limitation, Hong Kong and the PRC;

“**Articles of Association**” means the articles of association of the Company as amended, supplemented or otherwise modified from time to time;

“**Associate**” or “**Close Associate**” has the meaning given to it in the Listing Rules;

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

“**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 for general banking business and on which the Stock Exchange is open for business of dealing in securities;

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

“**CMI Engagement Letters**” means the respective engagement letters in respect of the Global Offering entered into between the respective CMIs and the Company;

“**CMIs**” means CICC, Huatai, GF Securities (Hong Kong) Brokerage, CLSA and the other Hong Kong Underwriters, being the capital market intermediaries of the Global Offering;

“**Code of Conduct**” means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

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

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

“**Company’s HK & US Counsel**” means Baker & McKenzie, being the Company’s legal advisers as to Hong Kong laws and US laws, of 14/F, One Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong;

“**Company’s PRC Counsel**” means Jingtian & Gongcheng, being the Company’s legal advisers as to PRC laws, of 34/F, Tower 3, China Central Place, 77 Jianguo Road, Chaoyang District, Beijing, PRC;

“**Company’s Data Compliance Counsel**” means Zhong Lun Law Firm, being the Company’s legal advisers as to PRC data compliance laws, of 22-31/F, South Tower of CP Center, 20 Jin He East Avenue, Chaoyang District, Beijing, PRC;

“**Company’s Sanction Counsel**” means Hogan Lovells, being the Company’s legal advisers as to international sanctions laws, of 11/F, One Pacific Place, 88 Queensway, Hong Kong;

“**Company’s OIR Counsel**” means Pillsbury Winthrop Shaw Pittman LLP, being the Company’s legal advisers as to U.S. Outbound Investment Rule, of 1200 Seventeenth Street NW, Washington, DC 20036, the United States;

“**Compliance Adviser**” means CICC;

“**Compliance Adviser Agreement**” means the agreement entered into between the Company and the Compliance Adviser on February 26, 2025, appointing the Compliance Adviser to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

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

“**Conditions Precedent Documents**” means the documents listed in Parts A and B of Schedule 3;

“**Connected Person**” has the meaning given to it in the Listing Rules;

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

“Cornerstone Investment Agreements” means the cornerstone investment agreements entered into between, *inter alia*, the Company and the cornerstone investors as described in the Prospectus;

“Conversion of Domestic Unlisted Shares into H Shares” means the conversion of 2,015,999,074 Domestic Unlisted Shares in aggregate into H Shares upon completion of the Global Offering as described in the Prospectus;

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

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

“CSRC Filing Report” means the filing report of the Company in relation to the Global Offering and the Conversion of Domestic Unlisted Shares into H Shares, submitted to the CSRC on February 28, 2025 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

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

“CSRC Filing(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 and the Conversion of Domestic Unlisted Shares into H Shares pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

“Directors” means the directors of the Company whose names are set out in the section headed “Directors, Supervisors and Senior Management” in the Prospectus;

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

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

“Domestic Unlisted Share(s)” means the ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which is/are subscribed for and paid up in RMB by domestic investors and not listed or traded on any stock exchange;

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

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

“FINI” means the “Fast Interface for New Issuance”, an online platform operated by the HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement of all new listings;

“FINI Agreement” means the FINI agreement dated September 10, 2025 and entered into between the Company and HKSCC;

“Foreign Unlisted Shares” means ordinary share(s) in the share capital of our Company with a nominal value of RMB1.00 each which is/are subscribed for and paid up in currency other than RMB by foreign investors and not listed on any stock exchange;

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

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

“Group” means the Company and its Subsidiaries from time to time;

“Group Company” means a member of the Group;

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

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

“HK eIPO White Form Service Provider” means Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong;

“HKSCC” means Hong Kong Securities Clearing Company Limited;

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

“Hong Kong Offer Shares” means the 29,739,700 new H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.7, 4.11 and 4.12;

“Hong Kong Public Offering” means the offer of the Hong Kong Offer Shares at the Offer Price for subscription by the public in Hong Kong on 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 or through HKSCC EIPO service to electronically cause HKSCC Nominee Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents, including, for the avoidance of doubt, Hong Kong Underwriter’s Applications;

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

“Hong Kong Underwriters” means the underwriters whose names and addresses are set out in Schedule 1;

“Hong Kong Underwriting Commitment” means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in Schedule 1 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.7, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in Schedule 1;

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

“H Share(s)” means the ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollar, and for which an application has been made for listing and permission to trade on the Stock Exchange;

“H Share Registrar” means Computershare Hong Kong Investor Services Limited, being the H share registrar of the Company;

“Incentive Fee” has the meaning ascribed to it in Clause 7.2;

“Indemnified Parties” means the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and each of their respective Affiliates and delegates under Clause 3.8, as well as the respective directors, officers, employees, assignees and agents of each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and of each of their respective Affiliates;

“Indemnifying Party” means the Warrantor;

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

“Intellectual Property” means letters patent, patent applications, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, software, utility models, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions, confidential information, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes),

business names and any similar rights situated in any part of the world, and the benefit (subject to the burden) of any and all licenses in connection with any of the foregoing;

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

“International Offer Shares” means the 267,657,300 new H Shares to be initially offered to investors at the Offer Price under the International Offering for subscription, subject to adjustment and reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any additional H Shares to be issued pursuant to the exercise of the Over-allotment Option;

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

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

“International Underwriters” means the underwriters of the International Offering named as such in the International Underwriting Agreement;

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering expected to be entered into between, among others, the Company, the Sponsor-OCs, the Overall Coordinators and the International Underwriters on or around the Price Determination Date;

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

“Joint Bookrunners” means CICC, Huatai, GF Securities (Hong Kong) Brokerage, CLSA, BOCI Asia Limited, CMB International Capital Limited, ABCI Capital Limited and Futu Securities International (Hong Kong) Limited, being the joint bookrunners to the Global Offering;

“Joint Global Coordinators” means CICC, Huatai, GF Securities (Hong Kong) Brokerage and CLSA, being the joint global coordinators to the Global Offering;

“Joint Lead Managers” means CICC, Huatai, GF Securities (Hong Kong) Brokerage, CLSA, BOCI Asia Limited, CMB International Capital Limited, ABCI Securities Company Limited and Futu Securities International (Hong Kong) Limited, being the joint lead managers to the Global Offering;

“Joint Sponsors” means CICC, Huatai and GF Capital, being the joint sponsors to the Global Offering;

“Laws” means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any court, government, law enforcement agency, governmental or regulatory authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions (including, without limitation, Hong Kong and the PRC) (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding up and Miscellaneous Provisions) Ordinance, and the CSRC Rules);

“Legal Advisers” means Company’s HK & US Counsel, Company’s PRC Counsel, Company’s Data Compliance Counsel, Company’s Sanction Counsel and Company’s OIR Counsel;

“Listing Committee” means the listing committee of the Stock Exchange;

“Listing Date” means the first day on which the H Shares commence trading on the Main Board of the Stock Exchange, which is expected to be on September 25, 2025;

“Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) and the listing decisions, guidance, guidelines and other requirements of the Stock Exchange, including, without limitation, the Guide for New Listing Applicants published by the Stock Exchange (as amended from time to time);

“Losses” has the meaning ascribed to it in Clause 9.1;

“Major Subsidiaries” means the major subsidiaries of the Company named in “History, Development and Corporate Structure” in the Prospectus, and “Major Subsidiary” means any one of them;

“Main Board” means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with the Growth Enterprise Market of the Stock Exchange;

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

“Money Settlement Failure” means a notification by HKSCC to any of the Joint Sponsors or the Overall Coordinators that any Hong Kong Offer Share(s) shall be reallocated from the Hong Kong Public Offering to the International Offering due to a money settlement failure as described in the section headed “How to Apply for Hong Kong Offer Shares - Circumstances in Which You Will Not Be Allocated Hong Kong Offer Shares - 5. If there is money settlement failure for allotted H Shares” in the Prospectus;

“Nominee” means collectively, Bank of China (Hong Kong) Nominees Limited, Industrial and Commercial Bank of China (Asia) Nominee Limited and China Construction Bank (Asia) Corporation Limited, in whose name the application moneys are to be held by the Receiving Banks under the Receiving Banks Agreement;

“OC Engagement Letters” means the Sponsor and Sponsor-OC Mandates, and the engagement letter in respect of the Global Offering entered into between the Company and CLSA as an Overall Coordinator;

“Offer Price” means the final price per Offer Share (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed and/or purchased pursuant to the Global Offering, to be determined in accordance with Clause 2.6 and recorded in the Price Determination Agreement;

“Offer Shares” means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering;

“Offering Circular” means the final offering circular to be issued by the Company in connection with the International Offering;

“Offering Documents” means the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and any other announcement, document, materials, communications or information made, issued, given, released, arising out of or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including, without limitation, any Investor Presentation Materials relating to the Offer Shares and, in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Overall Coordinators or any of the Underwriters;

“Operative Documents” means the Price Determination Agreement, the Receiving Banks Agreement, the Registrar’s Agreement, the Cornerstone Investment Agreements, the FINI Agreement, or any relevant one or more of them as the context requires;

“Overall Coordinators” means CICC, Huatai, GF Securities (Hong Kong) Brokerage and CLSA, being the overall coordinators to the Global Offering;

“Over-allotment Option” means the option to be granted by the Company to the International Underwriters and exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) under the International Underwriting Agreement, pursuant to which the Company may be required to allot and issue the Over-allotment Option Shares at the Offer Price to cover over-allocations in the International Offering (if any), on and subject to the terms of the International Underwriting Agreement;

“Over-allotment Option Shares” means up to 44,609,500 additional H Shares which the Company may be required to allot and issue upon the exercise of the Over-allotment Option;

“Over-Subscription” has the meaning ascribed to it in Clause 4.11;

“PHIP” means the post hearing information pack of the Company posted on the Stock Exchange’s website at <http://www.hkexnews.hk> on September 7, 2025, as amended or supplemented by any amendment or supplement thereto;

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

“PRC Company Law” means the Company Law of the PRC;

“Preliminary Offering Circular” means the preliminary offering circular dated September 17, 2025 issued by the Company in connection with the International Offering for distribution to potential placees of the International Offering and containing a draft of the Prospectus and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale;

“Price Determination Agreement” means the agreement in the agreed form to be entered into between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) on the Price Determination Date to record the Offer Price;

“Price Determination Date” means the date on which the Offer Price is fixed in accordance with Clause 2.6;

“Proceedings” means all litigations, actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings (including, without limitation, any investigation or inquiry by or before any Authority);

“Prospectus” means the prospectus to be issued by the Company in connection with the Hong Kong Public Offering, and all amendments or supplements thereto;

“Prospectus Date” means the date of issue of the Prospectus, which is expected to be on or about September 17, 2025;

“Receiving Banks” means collectively, Bank of China (Hong Kong) Limited, Industrial and Commercial Bank of China (Asia) Limited and China Construction Bank (Asia) Corporation Limited, the receiving banks appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Banks Agreement;

“Receiving Banks Agreement” means the agreement dated September 16, 2025 entered into between the Company, the Receiving Banks, the Nominees, the Joint Sponsors and the Overall Coordinators for the appointment of the Receiving Banks and the Nominees in connection with the Hong Kong Public Offering;

“Registrar’s Agreement” means the agreement dated September 15, 2025 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;

“Relevant Jurisdictions” has the meaning ascribed to it in Clause 11.1;

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

“Reporting Accountants” means Ernst & Young, Certified Public Accountants;

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

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

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

“SFC Transaction Levy” means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC;

“Share(s)” means ordinary share(s) issued by the Company with a nominal value of RMB1.00 each, comprising Domestic Unlisted Share(s), Foreign Unlisted Share(s) and H Share(s);

“Sponsor-OCs” means CICC, Huatai and GF Securities (Hong Kong) Brokerage, being the sponsor-overall coordinators to the Global Offering;

“Sponsor and Sponsor-OC Mandates” means the respective engagement letters in respect of the Global Offering entered into between each of CICC, Huatai and GF Capital as a Joint Sponsor, and CICC, Huatai and GF Securities (Hong Kong) Brokerage as a Sponsor-OC and the Company;

“Stabilizing Manager” has the meaning ascribed to it in Clause 6.1;

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

“Subsidiaries” means the companies named in the Prospectus as subsidiaries of the Company, and **“Subsidiary”** means any one of them;

“Supervisors” means the supervisors of the Company whose names are set out in the section headed “Directors, Supervisors and Senior Management” in the Prospectus;

“Supplemental Offering Materials” means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares other than the Offering Documents or amendments or supplements thereto, including, without limitation, any Investor Presentation Materials relating to the Offer Shares that constitutes such a written communication;

“Taxation” or **“Taxes”** means all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC 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 or of any other part of the world, whether by way of actual assessment, withholding, loss of allowance, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

“Time of Sale” has the same meaning as in the International Underwriting Agreement;

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

“Under-Subscription” has the meaning ascribed to it in Clause 4.6;

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

“Underwriters’ HK & US Counsel” means Linklaters, being the Underwriters’ legal advisers on Hong Kong and US law, of 11/F, Alexandra House, Chater Road, Central, Hong Kong;

“Underwriters’ PRC Counsel” means Haiwen & Partners, being the Underwriters’ legal advisers on PRC law, of 20/F, Fortune Financial Center, 5 Dong San Huan Central Road, Chaoyang District, Beijing, PRC;

“Underwriting Commission” has the meaning ascribed to it in Clause 7.1;

“Unsubscribed Shares” has the meaning ascribed to it in Clause 4.6;

“U.S.” and **“United States”** means the United States of America;

“Verification Notes” means the verification notes relating to the Prospectus and the verification notes relating to the CSRC Filing Report, copies of which have been signed and approved by, among others, the Directors, and delivered or will be delivered to the Joint Sponsors and the Overall Coordinators;

“Warranties” means the representations, warranties and undertakings given by the Warrantor as set out in Schedule 2;

“Warrantor” means the Company.

1.2 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.

1.3 **References:** Except where the context otherwise requires, references in this Agreement to:

1.3.1 statutes or statutory provisions, rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted or both from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;

1.3.2 knowledge, information, belief or awareness or similar terms of any person shall be treated as including but not limited to any knowledge, information, belief and awareness which the person would have had if such person had made due, diligent and careful enquiries;

1.3.3 a **“company”** shall include any company, corporation or other body corporate, whenever and however incorporated or established;

1.3.4 a **“person”** shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);

1.3.5 a **“subsidiary”** or a **“holding company”** are to the same as defined in section 15 and 13 of the Companies Ordinance;

1.3.6 **“Clauses”, “Paragraphs”, “Recitals”** and **“Schedules”** are to clauses and paragraphs of and recitals and schedules to this Agreement;

1.3.7 **“parties”** are to the parties to this Agreement;

1.3.8 the terms **“herein”, “hereof”, “hereto”, “hereinafter”** and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

1.3.9 the terms **“or”, “including”** and **“and”** are not exclusive;

1.3.10 the terms **“purchase”** and **“purchaser”**, when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms **“sell”** and **“sale”**, when

used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the H Shares by the Company;

- 1.3.11 a document being “**in the agreed form**” are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) with such alternatives as may be agreed (including as such by way of exchange of email) between (a) the Company or the Company’s HK & US Counsel on behalf of the Company, and (b) the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) or the Underwriters’ HK & US Counsel on behalf of the Joint Sponsors and the Underwriters, but such documents in agreed form do not form part of this Agreement;
 - 1.3.12 a “**certified copy**” means a copy certified as a true copy by a Director, a company secretary of the Company or a counsel for the Company;
 - 1.3.13 “**written**” or “**in writing**” shall include any mode of reproducing words in a legible and non-transitory form;
 - 1.3.14 times of day and dates are to Hong Kong times and dates, respectively; and
 - 1.3.15 any reference to “**right(s)**”, “**duty(ies)**”, “**power(s)**”, “**authority(ies)**” and “**discretion(s)**” of the Joint Sponsors or the Overall Coordinators shall only be exercised when the Joint Sponsors or the Overall Coordinators (as the case may be) unanimously elect to do so, respectively.
- 1.4 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
 - 1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.
- 2 CONDITIONS**
- 2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):

- 2.1.1 the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 3 and Part B of Schedule 3, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, not later than 10:00 p.m. on the Business Day immediately before the Prospectus Date and 10:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree, respectively;
- 2.1.2 the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Prospectus on the Business Day immediately before the Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. or such later time

as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day before the Prospectus Date;

- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked or withheld prior to the commencement of trading of the H Shares on the Main Board;
- 2.1.4 admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and such admission not subsequently having been revoked prior to the commencement of trading of the H Shares on the Main Board;
- 2.1.5 the Offer Price having been fixed and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters), on the Price Determination Date (or such later date as may be agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters)) in accordance with Clause 2.6 and such agreement not subsequently having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on the Price Determination Date and such agreement(s) not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.7 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published being valid and not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;
- 2.1.8 the Warranties being true, accurate, not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);
- 2.1.9 the Warrantor having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;

- 2.1.10 all of the waivers or exemptions as stated in the Prospectus to be granted by the Stock Exchange or the SFC having been granted and are not otherwise revoked, withdrawn, amended or invalidated; and
- 2.1.11 all of the Approvals and Filings in connection with the application for listing of the H Shares and the Global Offering granted by the relevant Authorities having been obtained, valid and are not otherwise revoked, withdrawn, amended or invalidated.
- 2.2 **Procure fulfilment:** The Warrantor undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to use its best endeavours to fulfil or procure the fulfilment of the Conditions (provided that nothing in this clause shall require the Warrantor to procure fulfilment of such Conditions by or on behalf of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and/or the Underwriters), 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or as required by the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the H Shares and the fulfilment of such Conditions.
- 2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Joint Sponsors and the Overall Coordinators may determine (in which case the Joint Sponsors and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the 30th day after the date of the Prospectus and any such extension and the new timetable shall be notified by the Joint Sponsors and Overall Coordinators to the other parties to this Agreement and the relevant Authorities as soon as practicable after any such extension is made); or
- 2.3.2 in respect of the Condition set out in Clause 2.1.1, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions has not been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.
- 2.5 **No waiver in certain circumstances:** The Joint Sponsors', the Sponsor-OCs', the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' consent to or knowledge of any amendments/supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.
- 2.6 **Determination of Offer Price:** The Company and the Overall Coordinators (for themselves 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 Overall Coordinators (for themselves and on behalf of the Underwriters) reach agreement on the Offer Price, which is expected to be agreed on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by September 23, 2025, and no extension is granted by the Joint Sponsors and Overall Coordinators pursuant to Clause 2.3, then the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Joint Sponsors and the Overall Coordinators) hereby authorizes the Joint Sponsors and the Overall Coordinators 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 Overall Coordinators may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.

- 2.7 **Reduction of the Offer Price range and/or the number of Offer Shares:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process in respect of the International Offering, and with the prior written consent of the Company, reduce the indicative Offer Price range and/or the number of Offer Shares below those stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, promptly following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, (i) cause to be published on the website of the Stock Exchange (www.hkexnews.hk) and on the website of the Company (www.chery-auto.com) notices of the reduction. Upon issue of such a notice, the revised indicative Offer Price range and/or number of Offer Shares will be final and conclusive, and the Offer Price, if agreed upon by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Company, will be fixed within such revised range. Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Prospectus, and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all the Laws applicable to that reduction.

3 APPOINTMENTS

- 3.1 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Huatai and GF Capital as the joint sponsors of the Company in relation to its application for Admission, and each of the Joint Sponsors, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Joint Sponsors hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandates, which shall continue to be in full force and effect.
- 3.2 **Sponsor-OCs and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Huatai and GF Securities (Hong Kong) Brokerage as the sponsor-overall coordinators, and CICC, Huatai, GF Securities (Hong Kong) Brokerage and CLSA as the overall coordinators in connection with the Global Offering, and each of the Sponsor-OCs and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. The Company also hereby confirms and acknowledges its appointment, to the exclusion of others, of CICC as the designated Sponsor-OC of the Global Offering for communication with, and provision of information to, the Stock Exchange and the

SFC in accordance with the applicable Laws or upon request. For the avoidance of doubt, the appointment of the Sponsor-OCs and the Overall Coordinators hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandates and OC Engagement Letter, which shall continue to be in full force and effect.

- 3.3 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Huatai, GF Securities (Hong Kong) Brokerage and CLSA as the joint global coordinators in connection with the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.4 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Huatai, GF Securities (Hong Kong) Brokerage, CLSA, BOCI Asia Limited, CMB International Capital Limited, ABCI Capital Limited and Futu Securities International (Hong Kong) Limited as the joint bookrunners in connection with the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Huatai, GF Securities (Hong Kong) Brokerage, CLSA, BOCI Asia Limited, CMB International Capital Limited, ABCI Securities Company Limited and Futu Securities International (Hong Kong) Limited as the joint lead managers in connection with the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.6 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Huatai, GF Securities (Hong Kong) Brokerage, CLSA, BOCI Asia Limited, CMB International Capital Limited, ABCI Capital Limited and Futu Securities International (Hong Kong) Limited as the capital market intermediaries in connection with the Global Offering, and each of the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of the CMI Engagement Letters, which shall continue to be in full force and effect.
- 3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or person(s) are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clauses 3.1 to 3.7 shall remain liable for all acts and omissions of any of its Affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.

- 3.9 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.
- 3.10 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or the selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. The relevant Hong Kong Underwriter shall remain liable for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements. The relevant Hong Kong Underwriter shall notify the Company as soon as practicable after it enters into a sub-underwriting agreement with any sub-underwriter(s).
- 3.11 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything in this Agreement, none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the Warrantor or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and their respective delegates under Clause 3.8 or any other Indemnified Party, including, without limitation, with respect to the following matters (it being acknowledged by the parties that the Warrantor are solely responsible in this regard):
- 3.11.1 any of the matters referred in Clauses 9.2.1 to 9.2.3; and
- 3.11.2 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.
- Notwithstanding anything contained in Clause 9, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 9 to recover any Loss incurred or suffered or made as a result of or in connection with any of the foregoing matters.
- 3.12 **No fiduciary duties:** The Warrantor acknowledges and agrees that (i) the Joint Sponsors, in their roles as such, are acting solely as sponsors in connection with the listing of the H Shares on the Main Board of the Stock Exchange, (ii) the Sponsor-OCs, in their roles as such, are acting solely as sponsor-overall coordinators of the Global Offering, (iii) the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, (iv) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, (v) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering, (vi) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, (vii) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the

Global Offering and (viii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering.

The Warrantor further acknowledges that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are acting pursuant to a contractual relationship with the Warrantor entered into on an arm's length basis, and in no event do the parties intend that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to the Warrantor, its directors, management, shareholders or creditors or any other person in connection with any activity that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange, either before or after the date hereof.

The Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantor, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantor on other matters), and the Warrantor hereby confirms its understanding and agreement to that effect. The Warrantor, on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, to the Warrantor regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantor.

The Warrantor, on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting in their respective roles as principal and not the agent (except and solely, with respect to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any member of the Group or the Warrantor, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of the Warrantor with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing

of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantor on other matters).

The Warrantor further acknowledges and agrees that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are not advising the Warrantor, its directors, supervisors, officers, management, shareholders or creditors or any other person (to the extent applicable) as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as joint sponsors in connection with the proposed listing of H Shares of the Company) in any jurisdiction. The Warrantor shall consult with its own advisers concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, their respective Affiliates and their and their respective Affiliates' respective directors, officers and employees shall have any responsibility or liability to the Warrantor with respect thereto. Any review by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of Shares on the Main Board of the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and shall not be on behalf of the Warrantor.

The Warrantor further acknowledge and agree that that the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Warrantor.

The Warrantor hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions.

- 3.13 **Several obligations:** Without prejudice to Clause 3.12 above, any transaction carried out by the appointees under Clauses 3.1 to 3.7, or by any of the delegates under Clause 3.8 of such appointee, within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal and any stabilizing activities conducted in accordance with Clause 6.1) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever

of the other parties hereto. None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

3.14 Advice to the Company: The Company hereby confirms and acknowledges that each of the Overall Coordinators has:

- 3.14.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
- 3.14.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicating its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
- 3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
- 3.14.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- 3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs;
- 3.14.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its Directors fully understand and undertake to the Joint Sponsors and the Underwriters that they have met or will meet these responsibilities; and
- 3.14.7 where the Company decided not to adopt an Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4 HONG KONG PUBLIC OFFERING

- 4.1 Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by or on behalf of the Company, the Joint Sponsors shall arrange for and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange at www.hkexnews.hk and the official website of the Company at www.chery-auto.com on the days specified in Schedule 5 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on

behalf of the Underwriters)). The Company will, on the Prospectus Date, publish the Prospectus on the official website of the Company at www.chery-auto.com and the official website of the Stock Exchange at www.hkexnews.hk.

- 4.2 **Receiving Banks and Nominees:** The Company has appointed the Receiving Banks to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominees to hold the application monies received by the Receiving Banks under the Hong Kong Public Offering, in each case upon and subject to the terms and the conditions contained in the Receiving Banks Agreement. The Company shall use its best endeavours to procure (i) each of the Receiving Banks and the Nominees 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 Nominees to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Banks Agreement.
- 4.3 **H Share Registrar and HK eIPO White Form Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the HK eIPO White Form Service upon and subject to the terms and conditions of the Registrar's Agreement. The Company undertakes with Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters to use its reasonable endeavours to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a No. 8 typhoon warning signal or above, "extreme conditions" caused by a super typhoon as announced by the Government of the Hong Kong and/ or a black rainstorm warning signal (collectively, "**Severe Weather Signals**") being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such Severe Weather Signal remains in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that the Joint Sponsors and the Overall Coordinators shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Banks Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allocation of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application.

The Company shall, and shall use its reasonable endeavours to, procure the Receiving Banks and the H Share Registrar to, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Banks Agreement, provide the Joint Sponsors and the Overall Coordinators with such information, calculations and assistance as the Joint Sponsors and the Overall Coordinators may require for the purposes of determining, *inter alia*:

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

Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; and

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

4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (an “**Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Under-Subscription (the “**Unsubscribed Shares**”), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and the terms regarding the payment procedures) and shall pay or procure to be paid the full amount payable on application in accordance with Clause 4.9, provided that

4.6.1 the obligations of the Hong Kong Underwriters in respect of such Unsubscribed Shares under this Clause 4.6 shall be several (and not joint or joint and several);

4.6.2 the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 1):

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

where in relation to such Hong Kong Underwriter:

N is the number of Unsubscribed Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;

T is the total number of Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable;

C is the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;

P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter;

AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable; and

AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter’s Applications of all the Hong Kong Underwriters; and

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

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

- 4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Overall Coordinators that the relevant application was made or procured to be made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 4.
- 4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the closing of the Application Lists and accepted by the Joint Sponsors and the Overall Coordinators pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.
- 4.9 **Applications and payment for Unsubscribed Shares:** In the event of an Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Banks and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the day of such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:
- 4.9.1 make application(s) for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Overall Coordinators 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 Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Overall Coordinators on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Overall Coordinators shall

not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

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

4.10 **Power of the Overall Coordinators to make applications:** In the event of an Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsubscribed Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.

4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (an “Over-Subscription”), then:

4.11.1 subject to any required reallocation as set out in Clause 4.11.2, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications;

4.11.2 if (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Over-Subscription occurs; or (ii) the International Offer Shares initially offered under the International Offering are not fully subscribed and the Over-Subscription occurs, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the 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 44,609,500 H Shares (representing approximately 15% of the number of Offer Shares initially available under the Global Offering).

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters shall be reduced accordingly, and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of such Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the Stock Exchange, including but not limited to the relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants and Practice Note 18 to the Listing Rules.

4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:**

- 4.12.1 If an Under-Subscription shall occur, the Overall Coordinators, shall have the right to (but shall have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsubscribed Shares to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may, in their sole and absolute discretion, determine.
- 4.12.2 If a Money Settlement Failure shall occur, the relevant Hong Kong Offer Shares shall be reallocated from the Hong Kong Public Offering to the International Offering and be made available as additional International Offer Shares.

The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of the Offer Shares to be reallocated to the International Offering. For the avoidance of doubt, any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon an Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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 Warrantor undertakes with the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things (i) reasonably required to implement the Hong Kong Public Offering and/or (ii) to comply with all relevant requirements under applicable Laws, so as to enable the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on September 24, 2025 (the date specified in the Prospectus for the despatch of share certificates):
- 5.1.1 use its best endeavours to duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived or modified in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time

of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;

- 5.1.2 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 Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.
- 5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company at or around 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Banks Agreement and this Agreement) upon the Nominee receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than the Business Day immediately preceding the Listing Date) in immediately available funds. The amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$30.75 per Offer Share.
- 5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Overall Coordinators will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy 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 Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee to the persons entitled thereto of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for 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 Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.5 **Refund:** The Company will use its reasonable endeavours to procure that, in accordance with the terms of the Receiving Banks Agreement and the Registrar's Agreement, the Nominees will

pay refunds of applications monies, and the H Share Registrar will arrange for payment of refunds of application monies, to those successful or unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive any refund of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.

- 5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominees pursuant to the terms of the Receiving Banks Agreement.
- 5.7 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of their respective Affiliates has or shall have any liability whatsoever under Clause 5 or Clause 7 or otherwise for any default by the Nominee or any other application of funds.

6 STABILIZATION

- 6.1 **Stabilization:** The Company hereby appoints, to the exclusion of all others, CICC (the “**Stabilizing Manager**”) as its stabilizing manager in connection with the Global Offering to (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilizing action(s) with a view to supporting the market price of the Offer Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Company hereby acknowledges and agrees that the Stabilizing Manager may, from time to time, in its sole and absolute discretion, appoint agents to act on its behalf with the same authorities and rights as the Stabilizing Manager in connection with any stabilization activities, provided that the Stabilizing Manager shall remain liable for all acts and omissions of any such agents appointed hereunder and shall procure that such agents appointed by it shall comply with all relevant obligations and provisions to which the Stabilizing Manager is subject, or by which the Stabilizing Manager is bound, pursuant to this Agreement or under applicable Laws. Any stabilization actions taken by the Stabilizing Manager or any person acting for it as stabilizing manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time.

Each of the Hong Kong Underwriters (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company (which, for the avoidance of doubt, does not include the exercise of the Over-allotment Option).

6.2 **Stabilizing losses and profits:**

- 6.2.1 All profits or gains, and all liabilities, expenses and losses, arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the respective accounts of the Overall Coordinators and/or the International Underwriters upon and subject to the terms and conditions of the International Underwriting Agreement and the agreement among International Underwriters.
- 6.2.2 The Company shall not be responsible for any liabilities, expenses and losses and shall not be entitled to any profit arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager.

6.3 **No stabilization by the Warrantor:** The Warrantor undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them that, it will not, and will cause its Affiliates or any of its or its Affiliates' respective directors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

6.3.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

6.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or

6.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

provided that the granting and exercising of the Over-allotment Option pursuant to this Agreement and the International Underwriting Agreement shall not constitute a breach of this Clause 6.3.

7 COMMISSIONS AND COSTS

7.1 **Underwriting commission:** Subject to the provisions of this Clause 7, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 0.9% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the “**Underwriting Commission**”). For the avoidance of doubt, no underwriting commission in respect of any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively, shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such Offer Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favorable than as set out in the OC Engagement Letters and in compliance with the Listing Rules, the Code of Conduct and Frequently Asked Questions No. 077-2022 published by the Stock Exchange; and (b) any adjustment to the allocation of the Underwriting Commission to each CMI as set out in the respective CMI Engagement Letter shall be in compliance with the Listing Rules, the Code of Conduct and Frequently Asked Questions No. 077-2022 published by the Stock Exchange. The Company acknowledges and confirms that it has been advised by the Overall Coordinators the market's practice on the ratio of the fixed and discretionary fees to be paid to the syndicate CMIs.

7.2 **Incentive fee:** The Company may, at its sole discretion, pay any one or all of the Hong Kong Underwriters an additional incentive fee (the “**Incentive Fee**”) of up to 0.9% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12,

respectively). The actual absolute amount of the Incentive Fee (if any) and the split of the Incentive Fee (if any), in absolute amount, among all Underwriters, shall be determined and communicated to each CMI at or around the Price Determination Date and to be set out in the International Underwriting Agreement (but in any event before the submission to the Stock Exchange the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Stock Exchange’s website) on FINI), in accordance with such engagement letters between the Company and the respective Overall Coordinator or CMI and in compliance with the Code of Conduct and the requirements under the Listing Rules.

- 7.3 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Joint Sponsors the sponsor fee and other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Joint Sponsors pursuant to and in accordance with the terms of the Sponsors and Sponsor-OC Mandates.
- 7.4 **Other costs payable by the Company:** All fees, costs, charges, Taxation and expenses of, in connection with or incidental to the Global Offering, the listing of the H Shares on the Main Board of the Stock Exchange and this Agreement, and the transactions contemplated thereby or hereby including, without limitation:
- 7.4.1 fees, disbursements and expenses of the Reporting Accountants;
 - 7.4.2 fees, disbursements and expenses of any transfer agent or registrar for the H Shares, any service provider appointed by the Company in connection with HK eIPO White Form Service, and the process agent referred to in Clause 16.6 hereof;
 - 7.4.3 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company or the Underwriters;
 - 7.4.4 fees, disbursements and expenses of any public relations consultants engaged by the Company;
 - 7.4.5 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;
 - 7.4.6 fees, disbursements and expenses of any translators engaged by the Company;
 - 7.4.7 fees, disbursements and expenses of the Receiving Banks and the Nominees;
 - 7.4.8 fees, disbursements and expenses of the financial printer engaged by the Company;
 - 7.4.9 fees and expenses related to the application for listing of and permission to deal in the H Shares on the Main Board of the Stock Exchange, the Conversion of Domestic Unlisted Shares into H Shares, the filing or registration of any documents (including, without limitation, the Hong Kong Public Offering Documents, the CSRC Filings and any amendments and supplements thereto) with any relevant Authority (including, without limitation, the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;
 - 7.4.10 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
 - 7.4.11 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, all capital duty (if any), premium duty (if any), stamp duty (if any), Taxation, levy and other fees, costs and expenses payable in respect of the creation,

issue, allotment, sale, distribution and delivery of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of and the performance of any provisions of this Agreement or otherwise in connection with the Global Offering;

7.4.12 all stock admission fees, processing charges and related expenses payable to HKSCC;

7.4.13 all CCASS transaction fees payable in connection with the Global Offering; and

7.4.14 all fees and expenses related to background check and searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, company searches and directorship searches and other searches conducted in connection with the Global Offering,

shall be borne by the Company, and the Company shall pay or cause to be paid all such fees, costs, charges, Taxation and expenses as agreed by the Company. Notwithstanding anything to the contrary in Clause 17.12, if any costs, expenses, fees or charges as agreed by the Company referred to in this Clause 7.4 is paid or to be paid by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees or charges to the relevant Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter on an after-tax basis.

7.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission and Incentive Fee under Clauses 7.1 and 7.2, but the Company shall pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation and expenses referred to in Clauses 7.3 and 7.4 which have been incurred or are liable to be paid by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters and all other costs, fees, charges, Taxation and expenses payable by the Company pursuant to Clauses 7.3 and 7.4 forthwith upon demand and subject to the terms and conditions under the engagement letters entered into between the Company and relevant professional parties (including but not limited to the Joint Sponsors, the Overall Coordinators and the CMIs), and, in any event within 30 Business Days of the first written request by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the relevant party which incurred the costs, fees, charges, Taxation and expenses, as the case may be, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may, in accordance with the provisions of the Receiving Banks Agreement, instruct the Nominee to make such payment.

7.6 **Time of payment of costs:** All commissions, fees, costs, charges and expenses referred to in this Clause 7 shall, except as otherwise provided in this Clause 7, if not so deducted pursuant to Clause 5.2, be payable by the Company in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, or in the absence of such engagement letter or agreement, within 30 Business Days of the first written request by the Overall Coordinators.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** The Warrantor hereby represents, warrants, agrees and undertakes with respect to each of the Warranties in Schedule 2 hereto to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and the Warrantor acknowledges that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

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

8.2.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding up and Miscellaneous Provisions) Ordinance;

8.2.2 on the Prospectus Date and the date(s) of supplemental Prospectus(es) (if any);

8.2.3 on the Acceptance Date;

8.2.4 on the Price Determination Date;

8.2.5 immediately prior to the Time of Sale;

8.2.6 immediately prior to (i) the delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications, and (ii) payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);

8.2.7 the Announcement Date;

8.2.8 immediately prior to 8:00 a.m. on the Listing Date;

8.2.9 immediately prior to commencement of dealings in the Offer Shares on the Main Board of the Stock Exchange,

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

8.3 **Notice of breach of Warranties:** Subject to compliance with all applicable Laws, the Warrantor hereby undertakes to promptly notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any

respect, at any time up to the last to occur of the dates specified in Clause 8.2, or if it/he/she becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate or misleading in any respect, or any significant new factor likely to materially and adversely affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of the Warrantor.

- 8.4 **Undertakings not to breach Warranties:** The Warrantor hereby undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, the Warrantor agrees not to make any amendment or supplement to the Offering Documents, the CSRC Filings or any of them without the prior approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).
- 8.5 **Remedial action and announcements:** The Warrantor shall notify the Joint Sponsors and the Overall Coordinators, promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate or misleading any statement, whether fact or opinion, contained in the Offering Documents, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents, the CSRC Filings or any of them, if the same were issued immediately after occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or CSRC Filings; or (iv) any significant new factor likely to affect the Hong Kong Public Offering, the Global Offering or any Warrantor shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as required by applicable Laws or as may be reasonably required by the Joint Sponsors and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Joint Sponsors and the Overall Coordinators may require and supplying the Joint Sponsors and the Overall Coordinators (on behalf of themselves and the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Joint Sponsors, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or delivery of such matter, event or fact, or (ii) result in the loss of the Joint Sponsors', the Sponsor-OCs', the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

The Warrantor agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement, amendment or document in connection with the Global Offering or do any such act or thing contemplated in this Clause 8.5 without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (whose consent shall not be unreasonably withheld or delayed), except as required by Laws, in which case the Warrantor shall, subject to compliance with all applicable Laws, first consult the Joint Sponsors and the Overall Coordinators before such issue, publication or distribution or act or thing being done.

- 8.6 **Warrantor's Knowledge:** A reference in this Clause 8 or in Schedule 2 to the 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 Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.7 **Obligations personal:** The obligations of the Warrantor under this Agreement shall be binding on its personal representatives or its successors in title.
- 8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) against any other person under the same or a similar liability.
- 8.9 **Consideration:** The Warrantor has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.
- 8.10 **Full force:** For the purpose of this Clause 8:
- 8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and
- 8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement, and, when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this

Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

- 8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

9 INDEMNITY

- 9.1 **No claims against Indemnified Parties:** No claim (whether or not any such claim involves or results in any action, suit or proceeding) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 9), the Indemnifying Party to recover any of the losses, liabilities, damages, payments, costs (including legal costs), charges, fees and expenses (“**Losses**”) or Taxation which the Indemnifying Party may suffer or incur by reason of or in any way arising out of: (i) the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering; (ii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares, the preparation or despatch of the Hong Kong Public Offering Documents; or (iii) any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares, provided that, in the case of (i) or (ii) above, the foregoing shall not exclude any liability of any Indemnified Party for the Losses arising out of (i) or (ii) which have been finally judicially determined by an arbitral tribunal to have been caused solely and directly by the gross negligence or wilful default on the part of such Indemnified Party.
- 9.2 **Indemnity:** Each of the Indemnifying Party undertakes, from time to time, to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against (i) all Proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party, and (ii) all Losses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, response to, defense or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any judgment obtained in respect of any such Proceedings) which, jointly or severally, any Indemnified Party may suffer or incur or which may be made or threatened to be brought against any Indemnified Party and which, directly or indirectly, arise out of or are in connection with:
- 9.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proof, the CSRC Filings, notices, announcements, advertisements, communications or other documents relating to or connected with the Group or the Global Offering issued by or on behalf of the Company, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them) (collectively, the “**Related Public Information**”); or
- 9.2.2 any of the Related Public Information (other than CSRC Filings) containing any untrue, incorrect or inaccurate or alleged untrue statement of a material fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing,

or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction except for (i) the names of the Hong Kong Underwriters in the section headed “Underwriting – Hong Kong Underwriters” in the Prospectus, and (ii) the names, addresses and qualifications (if applicable) of the Joint Sponsors, Overall Coordinators and Capital Market Intermediaries in the section headed “Directors and Parties Involved in the Global Offering” in the Prospectus; or

- 9.2.3 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of a fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or
- 9.2.4 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, inaccurate or misleading in any respect, or based on an unreasonable assumption, or any omission or alleged omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; or
- 9.2.5 the execution, delivery and performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement, the Offering Documents or the Listing Rules or in connection with the Global Offering, including but not limited to their respective roles and responsibilities under the Code of Conduct as a Sponsor-OC, Overall Coordinator, CMI or otherwise, as applicable; or
- 9.2.6 the execution, delivery or performance of this Agreement by the Warrantor and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 9.2.7 any breach or alleged breach on the part of the Warrantor or any of their respective directors or senior management resulting in a breach of any of the provisions of this Agreement, the Price Determination Agreement, the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 9.2.8 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue or inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 9.2.9 any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication or distribution of any of the Related Public Information and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents, this Agreement and the International Underwriting Agreement; or
- 9.2.10 any act or omission of any Group Company or the Warrantor in relation to the Global Offering; or

- 9.2.11 the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any applicable Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 9.2.12 any failure or alleged failure by the Company or any of the Directors, Supervisors or senior management named in the Prospectus to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Hong Kong Public Offering); or
- 9.2.13 any breach or alleged breach by the Company or any of its Major Subsidiaries as named in the Prospectus of the applicable Laws in any respect; or
- 9.2.14 any Proceeding having commenced or being instigated or threatened against the Company, any of its Major Subsidiaries as named in the Prospectus or any of the Directors, or settlement of any such Proceeding; or
- 9.2.15 any breach or alleged breach by the Warrantor of the terms and conditions of the Hong Kong Public Offering; or
- 9.2.16 any other matter arising in connection with the Global Offering,

provided that, the indemnity provided in Clause 9.2.5 shall not apply in connection with the matters to the extent any such Loss of any Indemnified Party is finally judicially determined by an arbitral tribunal to have been caused solely and directly by the fraud, wilful misconduct or gross negligence on the part of such Indemnified Party and the non-application of the indemnity provided for in Clause 9 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 9.3 **Notice of claims:** If the Warrantor becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.2, it shall promptly give notice thereof to the Overall Coordinators (for themselves and on behalf of other Indemnified Party) in writing with reasonable details thereof.
- 9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, 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 the Indemnifying Party from any liability which they may have to any Indemnified Party under this Clause 9 or otherwise. The Indemnifying Party may participate at their expense in the defense of such Proceedings including appointing counsel at their expense to act for them in such Proceedings; provided, however, except with the consent of the Overall Coordinators (for themselves and on behalf of any Indemnified Parties), that counsel to the Indemnifying Party shall not also be counsel to the Indemnified Parties. Unless the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Overall Coordinators (for themselves and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred and the relevant Indemnified Party shall, upon the Indemnifying Party's written request, provide the Indemnifying Party with the invoice containing reasonable details of such fees and expenses as soon as reasonably practicable.

- 9.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Party under this Agreement. The Indemnifying Party shall be liable for any settlement or compromise by the Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of the Indemnifying Party, and agree to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. The Indemnified Parties are not required to obtain consent from the Indemnifying Party with respect to such settlement or compromise or consent to judgment. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at Law or otherwise, and the obligations of the Indemnifying Party shall be in addition to any liability which the Indemnifying Party may otherwise have.
- 9.6 **Arrangements with advisers:** If the 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:
- 9.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;
 - 9.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
 - 9.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 9.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.
- 9.8 **Payment free from counterclaims/set-offs:** All payments made by any Indemnifying Party under this Clause 9 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If the Indemnifying Party makes a deduction or withholding under this Clause 9, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled

to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

- 9.9 **Payment on demand:** All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Party as and when they are incurred within 30 Business Days of a written notice demanding payment being given to the Indemnifying Party by or on behalf of the relevant Indemnified Party.
- 9.10 **Taxation:** If a payment under this Clause 9 will be or has been subject to Taxation, the Indemnifying 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.
- 9.11 **Full force:** The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that it will:

- 10.1 **Global Offering:** comply with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the CSRC Rules, the Listing Rules and all applicable Laws and all applicable requirements of the Stock Exchange, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including, without limitation:
- 10.1.1 doing all such things as are necessary to ensure that Admission is obtained and not cancelled or revoked;
- 10.1.2 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and other relevant Authorities, including but not limited to lodging with the Stock Exchange all relevant documents, declarations and undertakings on FINI in such manner, form and time as required under the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC;
- 10.1.3 making available on display on Stock Exchange's website at www.hkexnews.hk and the Company's website at www.chery-auto.com, the documents referred to in the section of the Prospectus headed "Appendix VII – Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display" for the period stated therein;
- 10.1.4 using its best endeavours to procure that the H Share Registrar, the HK eIPO White Form Service Provider, the Receiving Banks and the Nominees shall comply in all respects with the terms of their respective appointments under the terms of the Registrar's Agreement and the Receiving Banks Agreement, and do all such acts and

things as may be required to be done by them in connection with the Global Offering and the transactions contemplated therein;

- 10.1.5 procuring that none of the Company, any member of the Group and/or any of their respective directors, supervisors, officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40th) day immediately following the Price Determination Date;
- 10.1.6 using its best endeavour to procure that no Connected Person of the Company, existing shareholder of the Company or their respective Close Associates will, itself/himself/herself (or through a company controlled by it/him/her) apply to subscribe for or purchase Hong Kong Offer Shares either in its/his/her own name or through nominees unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the Stock Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any Connected Person or existing shareholder of the Company or their respective Close Associates either in its/his/her own name or through a nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- 10.1.7 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the sections of the Prospectus headed “Future Plans and Use of Proceeds” and “Business—Business Activities in Regions Subject to International Sanctions” (unless otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and no such change could be made without the prior written consent of the Joint Sponsors and the Overall Coordinators (such consent shall not be unreasonably withheld or delayed) during the period of one month from the Listing Date, and the Company shall provide reasonable prior notice and the details of such change (if any) to the Joint Sponsors and the Overall Coordinators);
- 10.1.8 cooperating with and fully assisting, and procuring the members of the Group, and using its reasonable endeavours to procure the substantial shareholders (as defined in the Listing Rules), Associates of the Company, 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 each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including but not limited to the provision of materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct, the Listing Rules and the CSRC Rules;
- 10.1.9 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;
- 10.1.10 from the date hereof until 5:00 p.m. on the date which is the 30th Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i)

declaring, paying or otherwise making any dividend or distribution of any kind on its share capital, nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the H Shares whether as a result of consolidation, sub-division or otherwise); and

- 10.1.11 that no preferential treatment has been, nor will be, given to any placee and its Close Associates by virtue of its relationship with the Company in any allocation of the placing tranche;

10.2 **Information:** provide:

- 10.2.1 to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters all such information known to the Company or which on due and careful enquiry ought to be known to the Company and whether relating to the Group or the Company or otherwise as may be required by the Joint Sponsors or the Overall Coordinators (for themselves and on behalf of the Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the CSRC or of any other relevant Authority); and
- 10.2.2 to the Joint Sponsors and the Overall Coordinators (for themselves 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 Joint Sponsors and/or the Overall Coordinators may reasonably require.

10.3 **Restrictive covenants:** not, and procure that no other member of the Group will:

- 10.3.1 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time;
- 10.3.2 enter into any commitment or arrangement which, in the reasonable opinion of the Joint Sponsors and the Overall Coordinators, has or will or may result in a Material Adverse Effect or adversely affect the Global Offering;
- 10.3.3 take any steps which, in the sole opinion of the Joint Sponsors and the Overall Coordinators, could reasonably be expected to be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention in the Prospectus and/or the CSRC Filings;
- 10.3.4 amend any of the terms of the appointments of the H Share Registrar, the Nominees, the Receiving Banks and the HK eIPO White Form Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators;
- 10.3.5 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company, including, without limitation, the Articles of Association, save as requested by the Stock Exchange, the SFC, the CSRC or any other Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules or allowing the

Articles of Association that have been conditionally adopted by the Company to become effective upon Listing as described in the Prospectus; and

- 10.3.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves 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 given should not constitute a waiver of any rights granted to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement;
- 10.4 **Maintaining listing:** use its best endeavours to maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the H Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.5 **Legal and regulatory compliance:** comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority), including, without limitation:
- 10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;
- 10.5.2 complying with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
- 10.5.3 submitting to the Stock Exchange, as soon as practicable before the commencement of dealings in the H Shares on the Stock Exchange, the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the "Regulatory Forms" section of the Stock Exchange's website) via FINI;
- 10.5.4 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2025 will be prepared on a basis consistent with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Prospectus;
- 10.5.5 not taking, directly or indirectly, any action which is designed to stabilize or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company,

or facilitate the sale or resale of the H Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, provided that the granting of the Over-allotment Option by the Company hereunder shall not constitute any breach of this Clause 10.5.7;

- 10.5.6 complying with the Listing Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and/or any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Authority to be announced and disseminated to the public, provided that the Company shall give the Joint Sponsors and the Overall Coordinators not less than three Business Days' notice and reasonable opportunity to review and comment on such disclosure prior to issuance;
- 10.5.7 complying with all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements 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;
- 10.5.8 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), promptly notifying the CSRC or the relevant Authority in the PRC and providing it with such material information in accordance with the applicable Laws, and promptly notifying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;
- 10.5.9 keeping the Joint Sponsors and the Overall Coordinators (for themselves 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 of any other relevant Authority, and to enable the Joint Sponsors and the Overall Coordinators (for themselves 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 as the CSRC, the Stock Exchange, the SFC or any such relevant Authority may require;
- 10.5.10 providing to or procuring for the Joint Sponsors and the Overall Coordinators all necessary consents to the provision of the information referred to in Clause 10.1 and Clause 10.5;
- 10.5.11 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator; and
- 10.5.12 complying with all the undertakings and commitments made by it or the Directors in the Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC;

- 10.6 **Internal control:** ensure that any major issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.
- 10.7 **Significant changes:** If, at any time within 30 Business Days after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, then, in connection therewith, (i):
- 10.7.1 as soon as reasonably practicable provide full particulars thereof to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters;
 - 10.7.2 if so required by the Joint Sponsors or the Overall Coordinators, inform the Stock Exchange, the SFC or the CSRC of such change or matter;
 - 10.7.3 if so required by the Stock Exchange, the SFC or the CSRC, or otherwise reasonably required by the Joint Sponsors or the Overall Coordinators, promptly amend and/or prepare and deliver (through the Joint Sponsors and the Sponsor-OCs) to the Stock Exchange, the SFC or the CSRC for approval, documentation containing details thereof in a form agreed by the Joint Sponsors and the Overall Coordinators and publish such documentation in such manner as the Stock Exchange, the SFC, the CSRC, the Joint Sponsors and/or the Overall Coordinators may require; and
 - 10.7.4 to the extent required by any Authority or pursuant to any applicable Laws, make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

in each case, at the Company's own expense, and (ii) not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), provided that such consent shall not be unreasonably withheld.

For the purposes of this Clause 10.7, "**significant**" means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

- 10.8 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 TERMINATION

11.1 **Termination by the Overall Coordinators:** The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the H Shares commences on the Stock Exchange:

11.1.1 there develops, occurs, exists or comes into force:

- (a) any new law or regulation or any change or development involving a prospective change in existing laws or regulations, or the interpretation or application thereof by any court or any competent Authority in or affecting Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof) or other jurisdictions relevant to the Group or the Global Offering (each a “**Relevant Jurisdiction**” and collectively, the “**Relevant Jurisdictions**”); or
- (b) any change or development involving a prospective change, or any event or series of events or circumstances likely to result in a change or prospective change, in any local, national, regional or international financial, political, military, industrial, economic, fiscal, legal, regulatory, currency, credit or market conditions or sentiments, Taxation, equity securities or currency exchange rate or controls or any monetary or trading settlement system, or foreign investment regulations (including, without limitation, a devaluation of the Hong Kong dollar, United States dollar or Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or the Renminbi is linked to any foreign currency or currencies) or other financial markets (including, without limitation, conditions and sentiments in stock and bond markets, money and foreign exchange markets, the inter-bank markets and credit markets) in or affecting any Relevant Jurisdictions; or
- (c) any event or series of events, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, other industrial actions, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, rebellion, public disorder, paralysis in government operations, acts of war, epidemic, pandemic, outbreak or escalation, adverse mutation or aggravation of diseases, interruption or delay in transportation, local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of God or act of terrorism (whether or not responsibility has been claimed)) in or affecting any of the Relevant Jurisdictions; or
- (d) any moratorium, suspension or limitation (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on the trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or
- (e) 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 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 clearing services, procedures or matters in or affecting any of the Relevant Jurisdictions; or

- (f) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or
- (g) the imposition of sanctions or export controls in whatever form, directly or indirectly, on any Group Company or by or on any Relevant Jurisdiction; or
- (h) any valid demand by creditors for payment or repayment of indebtedness of the Company or any of its Major Subsidiaries or in respect of which the Company or any of its Major Subsidiaries is liable prior to its stated maturity; or
- (i) any non-compliance of the Prospectus (or any other documents used in connection with the contemplated offering, allotment, issue, subscription or sale of any of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or
- (j) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against the Company or any of its Major Subsidiaries or any Director, Supervisor or senior management members as named in the Prospectus; or
- (k) any contravention by the Company or any Director or Supervisor of the Listing Rules or applicable Laws; or
- (l) that any Director, Supervisor or any member of senior management of the Company named in the Prospectus seeks to retire, or is removed from office or vacating his/her office; or
- (m) that any Director, Supervisor or any member of senior management of the Company named in the Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship of a company; or

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- i. has or will or is likely to have a Material Adverse Effect, whether directly or indirectly;
- ii. has or will or is likely to have a Material Adverse Effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of indications of interest under the International Offering; or
- iii. makes or will make or is likely to make it impracticable, inadvisable, inexpedient or incapable for any material part of this Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged, or for the Hong Kong Public Offering and/or the Global Offering to proceed, or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or

- iv. has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or
- 11.1.2 there has come to the notice of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that:
- (a) any statement contained in any of the Offering Documents and/or any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Global Offering (including any supplement or amendment thereto) (the “**Global Offering Documents**”) was, when it was issued, or has become untrue, incorrect, inaccurate, incomplete or misleading in any material respects; or that any estimate, forecast, expression of opinion, intention or expectation contained in any such documents (including any supplement or amendment thereto), was, when it was issued, or has become unfair or misleading in any material respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or
 - (b) any statement contained in any of the CSRC Filings was, when it was issued, or has become untrue, incorrect, inaccurate, incomplete or misleading; or that any estimate, forecast, expression of opinion, intention or expectation contained in the CSRC Filings (including any supplement or amendment thereto), was, when it was issued, or has become unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or
 - (c) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, constitute a material omission or misstatement in any Global Offering Document or the CSRC Filings; or
 - (d) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the representations, warranties and undertakings given by the Company in this Agreement or the International Underwriting Agreement (including any supplement or amendment thereto, as applicable); or
 - (e) any event, act or omission which gives rise or is likely to give rise to any liability of any of the Indemnifying Party pursuant to the indemnities in this Agreement or the International Underwriting Agreement (including any supplement or amendment thereto, as applicable); or
 - (f) any material breach of any of the obligations or undertakings imposed upon the Company under this Agreement or the International Underwriting Agreement; or
 - (g) that the Chairman of the Board is removed from office or vacating his office; or
 - (h) the Company withdraws the Prospectus (and/or any other documents used in connection with the subscription or sale of any of the Offer Shares pursuant to the Global Offering) or the Global Offering; or
 - (i) that the approval by the Listing Committee of the listing of, and permission to deal in, the H Shares in issue and to be issued pursuant to the Global Offering (including pursuant to any exercise of the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or

- (j) (A) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (B) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the CSRC Filings pursuant to the CSRC Rules or upon any requirement or request of the CSRC; or (C) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or
- (k) any prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares (including H Shares that may be issued pursuant to the exercise of the Over-allotment Option) pursuant to the terms of the Global Offering or any prohibition on the Company for whatever reason from converting any Domestic Unlisted Shares into H Shares upon completion of the Global Offering; or
- (l) any expert (other than any of the Joint Sponsors) has withdrawn its consent to the issue of the 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; or
- (m) an order or petition is presented for the winding-up or liquidation of the Company, or the Company makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of the Company or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of the Company or anything analogous thereto occurs in respect of the Company; or
- (n) that (i) a material portion of the orders placed or confirmed in the bookbuilding process or (ii) any investment commitment made by any cornerstone investors under the Cornerstone Investment Agreements signed with such cornerstone investors, have been withdrawn, terminated or cancelled, as a result of the payment of the relevant investment amount not being received or settled in the stipulated time and manner or otherwise,

then, in each case, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, in their sole and absolute discretion and upon giving notice in writing to the Company, terminate this Agreement with immediate effect.

11.2 Effect of termination: Upon the termination of this Agreement pursuant to the provisions of Clause 11.1 or Clause 2.4:

- 11.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 11.2 and Clauses 7.3, 7.4, 7.5, 9, 13 to 17 and any rights or obligations which may have accrued under this Agreement prior to such termination;
- 11.2.2 with respect to the Hong Kong Public Offering, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 and/or by successful applicants under valid applications under the Hong Kong Public Offering shall be refunded forthwith (in the latter case, the Company shall procure that the H Share Registrar and the Nominee dispatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar's Agreement and the Receiving Banks Agreement); and
- 11.2.3 notwithstanding anything to the contrary under this Agreement, the Company shall forthwith pay to the Overall Coordinators the fees, costs, charges and expenses set out

in Clauses 7.3 and 7.4 and the Overall Coordinators may, in accordance with the provisions herein, instruct the Nominee to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that except pursuant to the Conversion of Domestic Unlisted Shares into H Shares and the Global Offering (including pursuant to the Over-allotment Option), at any time after the date of this Agreement up to and including the date falling six months after the Listing Date (the “**First Six Month Period**”), it will not, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules (including pursuant to the exceptions set out in Rule 10.08 of the Listing Rules):

12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in any H Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase H Shares or other securities of the Company, or any interest in any of the foregoing, as applicable), or deposit any H Shares or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or

12.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of subscription or ownership (legal or beneficial) of any H Shares or any other securities of the Company, or any interest in any of the foregoing (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 H Shares or other securities of the Company, or any interest in any of the foregoing); or

12.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 12.1.1 or 12.1.2 above; or

12.1.4 offer to or contract to or agree to announce, or publicly disclose that the Company will or may enter into any transaction described in Clause 12.1.1, 12.1.2 or 12.1.3,

in each case, whether any of the transactions described in Clause 12.1.1, 12.1.2 or 12.1.3 above is to be settled by delivery of any H Shares or other securities of the Company, in cash or otherwise (whether or not the issue of such H Shares or other securities will be completed within the First Six Month Period).

12.2 **Maintenance of public float and sufficiency of free float:** The Company agrees and undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will comply with the minimum public float requirements (the

“**Minimum Public Float Requirement**”) and the minimum free float requirements (the “**Minimum Free Float Requirement**”) specified in the Listing Rules, and it will not (a) effect any purchase of the H Shares, or agree to do so, which may reduce the holdings of the H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement or any waiver granted and not revoked by the Stock Exchange prior to the expiration of the First Six Month Period without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters); or (b) enter into any agreement, arrangement or transaction which shall cause or have the effect of causing the portion of the H Shares that are held by the public and that are available for trading and not subject to any disposal restrictions whether under contract, the Listing Rules, applicable Laws or otherwise) on the Listing Date to fall below the Minimum Free Float Requirement under Rule 8.08A of the Listing Rules (as amended and replaced by Rule 19A.13C of the Listing Rules).

- 12.3 **Full force:** The undertakings in this Clause 12 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed.

13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published, made publicly available or despatched by the Company (or by any of its directors, supervisors, officers, employees, consultants, advisers or agents) during the period of one month from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except in the event and to the extent that any such announcement, circular, supplement or document is required by applicable Laws or the Listing Rules or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement has the force of law, and any such announcement, circular, supplement or document so issued, published, made publicly available or despatched by any of the parties shall have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the issuer(s) thereof.
- 13.2 **Discussion with the Joint Sponsors and the Overall Coordinators:** The Company undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will conduct prior discussion with the Joint Sponsors and the Overall Coordinators in relation to any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Prospectus up to the one month from the date of this Agreement, which may materially conflict with any statement in the Prospectus.
- 13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, or the termination of this Agreement. The Company shall procure compliance by the Group and its Affiliates with the provisions of this Clause 13.

14 CONFIDENTIALITY

- 14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that its Affiliates and its and its Affiliates’ respective directors, supervisors, officers, employees, consultants, advisers or agents will, for a period of two years from the date of this Agreement, treat as strictly confidential all information received or obtained as a result of

entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or in relation to the other parties to this Agreement.

- 14.2 **Exceptions:** Any party hereto may disclose, or permit its Affiliates, its and its Affiliates' respective directors, supervisors, officers, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:

14.2.1 required by applicable Laws;

14.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, 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, auditors and internal auditors of such party on a need-to-know basis and/or under a duty of confidentiality;

14.2.5 the information has come into the public domain through no fault of such party;

14.2.6 required or requested by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering;

14.2.7 required by any of the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinator, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates to seek to establish any defense or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

14.2.8 the other parties (and in the case of the Hong Kong Underwriters, by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) have given prior written approval to the disclosure, such approval not to be unreasonably withheld; or

14.2.9 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information;

provided that, in the case of Clauses 14.2.3 and 14.2.8, any such information disclosed shall be disclosed only after consultation with the other parties.

- 14.3 **Full force:** The restrictions contained in this Clause 14 shall continue to apply notwithstanding the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

15 NOTICES

15.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.

15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

15.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

15.2.2 if sent by post, two Business Days after the date of posting;

15.2.3 if sent by airmail, five Business Days after the date of posting;

15.2.4 if sent by email, when successfully transmitted; and

15.2.5 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

15.3 **Details of contact:** The relevant address and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the **Company**:

Address:

No. 8, Changchun Road, Economic
Technology and Development Area
Wuhu, Anhui Province, the PRC
chenglijuan@mychery.com
Ms. Cheng Lijuan

Email:

Attention:

If to **CICC**:

29/F, One International Finance
Centre, 1 Harbour View Street,
Central, Hong Kong
ib_spring_2025@cicc.com.cn
Project Spring

Email:

Attention:

If to **Huatai**:

Address:

62/F, The Center, 99 Queen's
Road Central, Hong Kong
projectspring2024@htsc.com
ECM

Email:

Attention:

If to **GF Capital and GF Securities (Hong Kong) Securities**:

Address:

27/F, GF Tower, 81 Lockhart Road, Wanchai,
Hong Kong
projectspring2024_WG@gfgroup.com.hk
Vivien Yu, Patricio Lao, Erin Li (GF
Capital); Zhang Xiaoliang, Chen Sijia (GF
Securities (Hong Kong) Brokerage)

Email:

Attention:

If to **CLSA**:
Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectspring2025@clsa.com;
project_spring2025@citics.com
Attention: Juncheng Yang

If to any of the other Hong Kong Underwriters, to the address, and email address of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in Schedule 1, respectively.

- 15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or email address for the purposes of Clause 15.3, provided that such notification shall only be effective on:

15.4.1 the date specified in the notification as the date on which the change is to take place; or

15.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

16 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

- 16.1 **Governing law:** This Agreement, and any non-contractual obligations arising out of or in connection with it, including this Clause 16, shall be governed by and construed in accordance with the laws of Hong Kong.

- 16.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or relating to this Agreement including its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or relating to it (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. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 16 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Notwithstanding this Clause 16.2, any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to or in support of any arbitration commenced under this Clause 16.2. Notwithstanding the above, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters shall also have the sole right:

- 16.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to and/or in support of any Dispute arising out of or in connection with this Agreement; or

- 16.2.2 in circumstances in which they become or are joined as a defendant or third party in any Proceedings, to pursue claims against the Company in those Proceedings (whether by way of a claim for an indemnity, contribution or otherwise).
- 16.3 **Submission to jurisdiction:** Subject to Clause 16.2, each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which proceedings may be brought in relation to and/or in support of such arbitration.
- 16.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection (on the grounds of *forum non conveniens* or otherwise) 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 may be brought in relation to or in support of any arbitration commenced under this Clause 16. Each of the parties hereto further irrevocably agrees that a judgment or order of any such court shall be conclusive and binding upon it and may be enforced in any court of competent jurisdiction.
- 16.5 **Service of documents:** Without prejudice to the provisions of Clause 16.6, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.
- 16.6 **Process agent:** Without prejudice to Clause 16.5 above, the Company has established a place of business in Hong Kong at 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, and the Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.
- 16.7 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or otherwise) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from any form of attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Company hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable Laws).
- 17 MISCELLANEOUS**
- 17.1 **Time is of the essence:** Save as otherwise expressly provided herein including without limitation the right of the Joint Sponsors and the Overall Coordinators hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.
- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

- 17.3 **Assignment:** Each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 9, respectively, to any of the persons who have the benefit of the indemnities in Clause 9 and any successor entity to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Obligations under this Agreement shall not be assignable.
- 17.4 **Release or compromise:** Each party may release or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, the Warrantor agrees and acknowledges that any amendment or supplement to the Offering Documents, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).
- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Joint Sponsors and the Sponsor-OCs, the Sponsor and Sponsor-OC Mandates, (ii) with respect to the Company and the Overall Coordinators, the OC Engagement Letters, and (iii) with respect to the Company and the CMIs, the CMI Engagement Letters, constitute the entire agreement between the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Sponsor and Sponsor-OC Mandates, the OC Engagement Letters and the CMI Engagement Letters shall continue to be in force and binding

upon the parties thereto, provided, however, that if any terms in this Agreement are inconsistent with that of the Sponsor-OC Mandates, the OC Engagement Letter or the CMI Engagement Letters, the terms in this Agreement shall prevail.

- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to Clause 17.15.3, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.
- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, the Warrantor will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award, and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of the Warrantor and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.
- 17.11 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.12 **Taxation:** All payments to be made by or on behalf of the Company under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes. If any Taxes are required by any Laws to be deducted or withheld in connection with such payments, the Company will increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable.

If any of the other parties is required by any Authority to pay any Taxes as a result of this Agreement, the Company will pay an additional amount to such party so that the full amount of such payments as agreed in this Agreement to be paid to such party is received by such party and will further, if requested by such party, use reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms

as such party may reasonably request, (b) promptly making available to such party notices received from any Authority, and (c) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

- 17.13 **Officer's Certificates:** Any certificate signed by any officer of the Warrantor and delivered to the Overall Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the relevant Warrantor, as to matters covered thereby, to each Overall Coordinator, Joint Sponsor or Underwriter.
- 17.14 **Right of Third Parties:** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 17.15:
- 17.14.1 Indemnified Parties may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement;
- 17.14.2 An assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement; and
- 17.14.3 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 17.15.1.
- 17.15 **Professional Investors:** The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean the Company, and “we” or “us” or “our” shall mean the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters).
- 17.16 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.
- 17.17 **Further Assurance:** The Warrantor shall from time to time, on being required to do so by the Joint Sponsors and/or the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Joint Sponsors and/or the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 17.18 **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.
- 17.19 **Recognition of the U.S. Special Resolution Regimes**
- 17.19.1 In the event that any Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Joint Sponsor, Overall-Coordinator or Hong

Kong Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

17.19.2 In the event that any Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter that is a Covered Entity or a BHC Act Affiliate of such Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Joint Sponsor, Overall Coordinator or Hong Kong Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

17.19.3 In this Clause 17.20:

“BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

SCHEDULE 1

THE HONG KONG UNDERWRITERS

Hong Kong Underwriter (Address, Addressee and Email)	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
China International Capital Corporation Hong Kong Securities Limited 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong Email: ib_spring_2025@cicc.com.cn Attention: Project Spring	See below	See below
Huatai Financial Holdings (Hong Kong) Limited 62/F, The Center, 99 Queen's Road Central, Hong Kong Email: projectspring2024@htsc.com Attention: ECM	See below	See below
GF Securities (Hong Kong) Brokerage Limited 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong Email: projectspring2024_WG@gfgroup.com.hk Attention: Zhang Xiaoliang, Chen Sijia	See below	See below
CLSA Limited 18/F, One Pacific Place, 88 Queensway, Hong Kong Email: projectspring2025@clsa.com; project_spring2025@citics.com Attention: Juncheng Yang	See below	See below
BOCI Asia Limited	See below	See below

26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong

Email:
Project.Spring2025@bocigroup.com
Attention: Hobson Wu / Jarvis Zhong

CMB International Capital Limited

See below

See below

45/F, Champion Tower, 3 Garden Road, Central, Hong Kong

Email: ProjectSpring2025@cmbi.com.hk
Attention: Jenny Liu

ABCI Capital Limited

See below

See below

11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong

ABCI Securities Company Limited

10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong

Email: abci.ecm@abci.com.hk
Attention: Lina Li / Victoria Liu / Oscar Kan

Futu Securities International (Hong Kong) Limited

See below

See below

34/F, United Centre, No. 95 Queensway, Hong Kong

Email: proj.spring@futu.hk
Attention: Project Spring

Total:

100%

$$A = B/C \times 29,739,700 \text{ Shares}$$

where:

“A” is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of an H Share shall be rounded down to the nearest whole number of an H Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 29,739,700, and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

“B” is the number of International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its Affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

“C” is the aggregate number of International Offer Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective Affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 2

THE WARRANTIES

Definition for the purpose of this Schedule 2 only:

“Disclosure Documents” means the Prospectus, the Formal Notice and the Preliminary Offering Circular.

The Company represents, warrants and undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters as follows:

1 Accuracy and Adequacy of Information

1.1 None of the Disclosure Documents, and the PHIP (A) contains contain any untrue statement of a material fact or (B) omits to state any material fact necessary in order to make the statements made in those documents, in the light of the circumstances under which they were made, not misleading.

1.2 All information disclosed or made available in writing or orally from time to time (including but not limited to information used as the basis of information contained in each of the Application Proof, PHIP, the Disclosure Documents and the CSRC Filings), including the Verification Notes and the answers and documents referred to in that document (and any new or additional information serving to update or amend the Verification Notes so disclosed or made available prior to the date of this Agreement), by or on behalf of the Group Companies, or any of their respective directors, supervisors, officers, employees, Affiliates or agents, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any legal and other professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC or the CSRC for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange, the SFC or the CSRC), or the discharge by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters of their obligations under all applicable Laws (including the CSRC Rules), all information contained in the Investor Presentation Materials, all information, materials and documents used, issued, given or presented in syndicate research analyst presentations conducted by or on behalf of the Company in connection with the Global Offering or otherwise provided to syndicate research analysts by the Company, was:

1.2.1 when disclosed or made available, and remains, complete, true and accurate in all material respects and not misleading; and

1.2.2 disclosed or made available in full and in good faith,

and all forecasts and estimates so disclosed or made available have been disclosed or made available after due, careful and proper consideration and enquiry and, where appropriate, are based on assumptions referred to in each of the Disclosure Documents and the CSRC Filings

(to the extent there are any) and represent reasonable and fair expectations honestly held based on facts known to the Company and its Directors and there are and will no other bases and assumptions on which such forecasts or estimates have been prepared other than the bases and assumptions referred to in each of those documents in which such forecasts or estimates are contained. Such forecasts and estimates do not omit or neglect to include or take into account any facts or matters which are or may be material to such forecasts or estimates or to the Global Offering and there are no other facts known or which could, upon due and careful enquiry, have been known to the Group Companies or any of their respective directors, supervisors, officers, employees, Affiliates and/or agents, the omission of which would or may make any forecasts and estimates misleading.

- 1.3 No material information has been knowingly withheld from the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any legal and other professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC and/or the CSRC for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange.
- 1.4 All statements or expressions of opinion, intention or expectation (including the statements regarding the sufficiency of working capital, future plans, use of proceeds, planned capital expenditure, critical accounting policies, indebtedness, prospects, dividends, material contracts and litigation, as applicable) contained in each of the Disclosure Documents, the PHIP and the CSRC Filings are fair and honest made on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds and assumptions are and will remain truly and honestly held by the Company, the Directors and the Supervisors and there are and will be no other facts known or which could, upon due and careful enquiry, have been known to the Company, the Directors or the Supervisors the omission of which would make any such statement or expression misleading.
- 1.5 Without prejudice to any other Warranties:
 - 1.5.1 the statements contained in each of the Disclosure Documents in the section headed “Future Plans and Use of Proceeds” represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and enquiry;
 - 1.5.2 the statements contained in each of the Disclosure Documents relating to the Group’s indebtedness as at July 31, 2025 are complete, true and accurate and not misleading, and all material developments in relation to the Group’s indebtedness have been disclosed;
 - 1.5.3 the statements relating to the Group’s working capital, liquidity and capital resources contained in each of the Disclosure Documents in the section headed “Financial Information” are complete, true and accurate and not misleading;
 - 1.5.4 the interests of the Directors and the Supervisors in the share capital of the Company and in contracts with any Group Company are exhaustively, fully and accurately disclosed in each of the Disclosure Documents;
 - 1.5.5 the statements contained in each of the Disclosure Documents:

- (i) under the section headed “Regulatory Overview”, insofar as they purport to describe the provisions of the Laws affecting or with respect to the business of the Group;
- (ii) under the section headed “Appendix V—Summary of Articles of Association”, insofar as they purport to describe the material provisions of the Articles of Association; and
- (iii) under the section headed “Appendix VI—Statutory and General Information”, insofar as they purport to describe the provisions of the Laws and documents referred to in there

are a fair summary of the relevant provisions, Laws and documents;

1.5.6 the statements contained in each of the Disclosure Documents in the section headed “Risk Factors” are complete, true and accurate in all material respects and not misleading, and represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and enquiry, and there are no other material risks or matters associated with the Group financial or otherwise, or the earnings, affairs or business or trading prospects of the Group which have not been disclosed in each Offering Document;

1.5.7 the information in each submission or application to the Stock Exchange, the SFC or the CSRC, and the reply to each question or comment raised by the Stock Exchange, the SFC or the CSRC or question set out in the Verification Notes, given by or on behalf of the Company or the Directors was so given by a person having appropriate knowledge and duly authorised for such purpose and each such information or reply has been given in full and in good faith and was, and remains, complete, true and accurate in all material respects and not misleading and contains all information and particulars with regard to the subject matter;

1.6 Other than the Prospectus and the Preliminary Offering Circular, the Company (including, its agents and representatives, other than the Underwriters in their capacity as such) (A) has not, without the prior written consent of the Sponsor-OCs, prepared, made, used, authorised, approved or referred to any Supplemental Offering Material and (B) will not, without the prior written consent of the Sponsor-OCs, prepare, make, use, authorise, approve or refer to any Supplemental Offering Material (in this paragraph, “**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 any Investor Presentation Materials relating to the Offer Shares that constitutes such written communication, other than the Prospectus and the Preliminary Offering Circular or amendments or supplements to those documents).

1.7 Each of the Disclosure Documents and the PHIP contains or includes:

1.7.1 all information and particulars required to comply with the Companies (WUMP) Ordinance and the Listing Rules, as applicable, and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Stock Exchange; and

- 1.7.2 all such information as investors would reasonably require, and reasonably expect to find in there, for the purpose of making an informed assessment of the activities, assets and liabilities, financial position, management and prospects of the Group as a whole and of its profits and losses and of the rights attaching to the H Shares.
- 1.8 The Application Proof and the PHIP comply with the relevant Listing Rules regarding redactions and contain the appropriate warning and disclaimer statements for publication.
- 1.9 To the best knowledge of the Company, no significant customer or supplier of the Group is considering ceasing to deal with the Group or significantly reducing the extent or value of its dealings with the Group.
- 1.10 To the extent applicable, all public notices, announcements and advertisements in connection with the Global Offering and all Approvals and Filings provided by or on behalf of any Group Company, and/or any of their respective directors, supervisors, officers, employees, Affiliates and/or agents, to the Stock Exchange, the SFC, and the CSRC have complied and will comply with all applicable Laws in all material respects.
- 1.11 None of the Company, any member of the Group and/or any of their respective directors, supervisors, officers, or to the best knowledge of the Company, employees, affiliates and/or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Disclosure Documents or publicly available.
- 2 Share Capital, Capacity, Authority and Group Companies**
 - 2.1 The Company has the registered, issued and paid-up share capital as set forth in the section of each of the Disclosure Documents headed “Share Capital”; all of the issued Shares, including the Offer Shares, have been duly authorised and registered and validly allotted and issued and are fully paid up and non-assessable, have been issued in compliance with all applicable Laws and were not issued in violation of, and are not subject to any Encumbrance.
 - 2.2 The Company has been duly incorporated and is validly existing as a joint stock company with limited liability in good standing under the Laws of the PRC, with full right, power and authority (corporate and other) to:
 - 2.2.1 own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Disclosure Documents;
 - 2.2.2 execute and deliver this Agreement, the International Underwriting Agreement and each of the Operative Documents to which it is a party and to perform its obligations hereunder and thereunder; and
 - 2.2.3 allot, issue and deliver the Offer Shares as contemplated herein and under the Global Offering.
 - 2.3 The Company is capable of suing and being sued in its own name. The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance. The

Articles of Association comply with the requirements of the Laws of the PRC and the Listing Rules, and are in full force and effect.

2.4 The Company is duly qualified to transact business and is in good standing in each jurisdiction where such qualification or good standing is required (by virtue of its business, ownership or leasing of properties or assets or otherwise), except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a Material Adverse Effect.

2.5 (A) The registered share capital of the Company or registered share capital or other equity interests of or in each of the Major Subsidiaries are fully and accurately set forth in the section of each of the Disclosure Documents headed “Appendix I—Accountants’ Report”.

(B) Other than as set forth in the section of each of the Offering Documents headed “Appendix I—Accountants’ Report”, 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 that is material to the Group, taken as a whole.

(B) All of the issued shares of each Group Company have been duly authorised and validly allotted and issued, are fully paid up and non-assessable, have been allotted and issued in compliance with all applicable Laws and were not issued in violation of any Encumbrance and are owned by the relevant Group Company subject to no Encumbrance, except as otherwise set forth in each of the Disclosure Documents.

(C) The registered capital (in the form of shares or otherwise) of each of the PRC Group Companies has been duly and validly established, all of such registered capital is fully paid up with 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 Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding.

(D) save as disclosed in each of the Disclosure Documents, no options, warrants or other rights to purchase or subscribe for, agreements or other obligations to allot, issue or sell or other rights to convert any obligation into, share capital or other equity interests of or in any Group Company are outstanding.

2.6

2.6.1 Each Group Company has been duly incorporated, registered, established or organised and is validly existing as a legal person with limited liability in good standing (where applicable) under the Laws of the jurisdiction of its incorporation, registration, establishment or organisation, 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 as described in each of the Disclosure Documents; each Group Company that is material to the Group, taken as a whole, is capable of suing and being sued;

2.6.2 Each Group Company is duly qualified to transact business and is in good standing in each jurisdiction where such qualification or good standing is required (by virtue of its business, ownership or leasing of properties or assets or otherwise), except where the

failure to be so qualified would not, individually or in the aggregate, result in a Material Adverse Effect;

- 2.6.3 The articles of association or other organisational or constitutional documents or the business licence of each Group Company complies with the requirements of the Laws of the jurisdiction of its incorporation, registration, establishment or organisation, and are in full force and effect;
- 2.6.4 Each of the PRC Major Subsidiaries has passed each annual examination by the applicable Authorities in the PRC without being found to have any deficiency or to be in default under applicable Laws of the PRC and has timely received all requisite certifications from each applicable Authority in the PRC without being found to have any deficiency or to be in default under applicable Laws of the PRC and has timely received all requisite certifications from each applicable Authority in the PRC; and
- 2.6.5 All necessary Approvals and Filings to, from or with any Authority with respect to the incorporation, registration, establishment or organisation of each Group Company have been duly and validly made or obtained;
- 2.7 None of the Group Companies is conducting or proposes to conduct any business, has acquired or proposes to acquire any property or asset, or has incurred or proposes to incur any liability or obligation (including contingent liability or obligation), which are material to the Group, taken as a whole, but which is not directly or indirectly related to that Group Company or the business of the Group, as described in each of the Disclosure Documents.
- 2.8 None of the Group Companies nor any person acting on behalf of any of them has taken any action, nor have any steps been taken by any person, nor have any actions under any Laws been started or, to the best knowledge of the Company, threatened, to:
 - 2.8.1 liquidate, wind up, dissolve, make dormant or eliminate any Group Company; or
 - 2.8.2 withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Group Companies or any of their respective properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any of the Group Companies.except, in each case of 2.8.1 and 2.8.2, for matters which would not, individually or in the aggregate, have a Material Adverse Effect.
- 2.9 There is no contract or agreement between the Company, 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, which is material to the Group as a whole.

3 Offer Shares

- 3.1 The Offer Shares:
 - 3.1.1 have been duly and validly authorised and, when allotted, issued, sold and/or delivered against payment as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly allotted, issued, sold and/or delivered, fully paid up and non-assessable, free of any, and subject to no, Encumbrance; and

- 3.1.2 will have attached to them the rights and benefits specified in the Company's Articles of Association as described in each of the Offering Documents;
 - 3.1.3 will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment;
 - 3.1.4 when allotted, issued, sold and/or delivered against payment 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 PRC or Hong Kong or the Articles of Association or any agreement or other instrument to which the Company is a party, except as disclosed in each of the Disclosure Documents;
 - 3.1.5 will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the International Underwriters) and their subsequent purchasers, except as disclosed in each of the Disclosure Documents.
- 3.2 No holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of any of the Company's liabilities or obligations by reason of being such a holder. The subscribers or purchasers of all Offer Shares allotted, issued or sold under the Global Offering will be entitled to participate in all dividends or other distributions which may be declared, paid or made on or in respect of the H Shares at any time on or after the Listing Date.
- 3.3 As at the Listing Date, the Company will have the registered and issued share capital as set forth in the section of each of the Disclosure Documents headed "Share Capital" and "Appendix VI—Statutory and General Information—A. Further Information about our Group", 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 registered and issued share capital as set forth in the section of each of the Disclosure Documents headed "Share Capital" and "Appendix VI—Statutory and General Information—A. Further Information about our Group".
- 3.4 The share capital of the Company, including the Offer Shares, conforms to its description as contained in each of the Disclosure Documents, and each such description is complete, true, accurate and not misleading. The certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under the Laws of the PRC and Hong Kong.

4 **This Agreement and Operative Documents**

- 4.1 Each of this Agreement, the International Underwriting Agreement and the Operative Documents has been or will be duly authorised, executed and delivered by the Company and when duly authorised, executed and delivered by the other parties to this Agreement and those agreements, constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity (the "**Enforceability Exceptions**").

- 4.2 The statements set forth in the sections of each of the Disclosure Documents headed “Structure of the Global Offering” and “Underwriting”, insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement are complete, true and accurate in all material respects and not misleading.

5 No Conflict, Compliance and Approvals

- 5.1 No Group Company is in breach or violation of or in default under (nor has any event 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):

5.1.1 its articles of association or other organisational or constitutional documents or its business licence; or

5.1.2 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 it is a party or by which it or any of its properties or assets is or may be bound or affected; or

5.1.3 any Laws applicable to it or any of its properties or assets.

except, in each case of paragraphs 5.1.2 and 5.1.3 above, where such breach, violation, default or giving holders of indebtedness additional rights would not, individually or in the aggregate, result in a Material Adverse Effect.

- 5.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the allotment, issuance and sale of the Offer Shares, the consummation of the transactions contemplated in this Agreement or those agreements, and the fulfilment of the terms of this Agreement or of those agreements, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of any Encumbrance on any property or assets of any Group Company pursuant to:

5.2.1 the articles of association or other organisational or constitutional documents or the business licence of any of the Group Companies; or

5.2.2 any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any of the Group Companies is a party or by which any of the Group Companies or any of their respective properties or assets is or may be bound or affected; or

5.2.3 any Laws applicable to any of the Group Companies or any of their respective properties or assets.

except, in each case of paragraphs 5.2.2 and 5.2.3 above, violation or default would not, individually or in the aggregate, result in a Material Adverse Effect.

- 5.3 Approval in principle has been obtained from the Listing Committee for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange and such approval has not been revoked, suspended or modified.
- 5.4 Except for the requisite registration of the Prospectus with the Registrar of the Companies in Hong Kong and final approval from the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any of the Group Companies or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the allotment, issue or sale of the Offer Shares or the performance by the Company of its obligations under this Agreement or under the International Underwriting Agreement or the consummation of the transactions contemplated by this Agreement or the International Underwriting Agreement, 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 may be revoked, suspended or modified.
- 5.5 The Hong Kong Public Offering, the International Offering, the other transactions provided for or contemplated by this Agreement and the International Underwriting Agreement, and all related arrangements will, in so far as they are the responsibility of a Group Company, be carried out in accordance with all applicable Laws in Hong Kong and elsewhere.
- 5.6 Except as described in each of the Disclosure Documents:
 - 5.6.1 no person has any right, contractual or otherwise, to cause the Company to issue or sell to it any H Shares or any other securities of the Company;
 - 5.6.2 no person has any pre-emptive rights, resale rights, rights of first refusal or other rights to subscribe for any H Shares or any other securities of the Company;
 - 5.6.3 no person has any right to act as an underwriter or as a financial adviser to the Company in connection with the offer, allotment, issue or sale of the Offer Shares; and
 - 5.6.4 no person has any right, contractual or otherwise, to cause the Company to include any H Shares or any other securities of the Company in the Global Offering.
- 5.7 Except as disclosed in each of the Disclosure Documents:
 - 5.7.1 Each of the Group Companies
 - (i) has conducted and is conducting its business and operations in compliance with all applicable Laws in all material respects and
 - (ii) has obtained or made and holds and is in compliance with all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, it or any of its properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use its properties and assets and conduct its business and operations (“**Operational Approvals and Filings**”), except to the extent that failure to so comply with such Laws or

to so obtain, make or hold or comply with the Operational Approvals and Filings would not, individually or in the aggregate, result in a Material Adverse Effect.

- 5.7.2 All the Operational Approvals and Filings contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Disclosure Documents, except for matters that would not, individually or in aggregate, result in a Material Adverse Effect.
- 5.7.3 All the Operational Approvals and Filings are valid and in full force and effect, and no Group Company is in violation of, or in default under, or has received notice of any action, suit, claim (whether or not any such claim involves or results in any action or suit or proceeding), demand, investigation, inquiry, judgment, award or proceeding (in each case whether joint or several) (together, “**Actions**”) or enquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings, except where such violation, default, revocation, suspension or modification would not, individually or in the aggregate, have a Material Adverse Effect.
- 5.7.4 None of the Ministry of Finance of the PRC (the “**MOF**”), the CSRC, the State Administration of Foreign Exchange of the PRC (the “**SAFE**”), the State Administration of Taxation (the “**SAT**”), the State Administration for Market Regulation of the PRC (the “**SAMR**”), the National Audit Office (the “**NAO**”), the PRC State-owned Assets Supervision and Administration Commission (the “**SASAC**”), the People’s Bank of China (the “**PBOC**”), the National Development and Reform Commission of China (the “**NDRC**”) or their respective local offices has, in any inspection, examination or audit of any Group Company, reported findings or imposed penalties that have resulted or are likely to result in any Material Adverse Effect and, with respect to any such inspection, examination or audit, all findings have been properly rectified, all penalties have been paid and all recommendations have been adopted, except for the failure to do so which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 5.7.5 Each Group Company possesses all licences, certificates, permits and other authorisations issued by the PRC State Council, the MOF, the SAFE, the SAMR, the SAT and the CSRC, and their respective local authorities and agencies (collectively, the “**PRC Regulatory Authorities**”) and other governmental Authorities (collectively, the “**Governmental Licences**”) necessary to conduct its respective business, except for the failure to do so which would not, individually or in the aggregate, result in a Material Adverse Effect. Each Group Company is in compliance with the terms and conditions of all such Governmental Licences in all material respects. All of the Governmental Licences held by each Group Company are valid and in full force and effect. None of the Group Companies has received notice of any proceedings relating to the revocation, suspension or modification of any such Governmental Licence, and do not have any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Licence.

5.8

- 5.8.1 There are no Actions or enquiries under any Laws or by or before any Authority pending or threatened or contemplated, to which any of the Group Companies 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, before or by any Authority; or

5.8.2 There is no Law that has been enacted, adopted or issued or that has been proposed by any Authority; and

5.8.3 there is no judgment, decree or order of any Authority.

which, in any such case described in paragraphs 5.7.1, 5.7.2 or 5.7.3, would individually or in the aggregate result in a Material Adverse Effect or materially and adversely affect the power or ability of the Company to perform its obligations under this Agreement or the International Underwriting Agreement, to offer, allot, issue, sell and/or deliver the Offer Shares or to consummate the transactions contemplated by this Agreement or the International Underwriting Agreement or otherwise materially and adversely affect the Global Offering.

5.9

5.9.1 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Group Companies 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 Disclosure Documents have been obtained or made in due course; and

5.9.2 no event has occurred, and no circumstance exists, which could prevent any Group Company from obtaining or making any such Approvals and Filings so disclosed; and

5.9.3 the use and application of the proceeds from the Global Offering, as set forth in each of the Disclosure Documents, will not (i) conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under); or (ii) result in the creation or imposition of any Encumbrance on any property or assets of any Group Company, pursuant to (a) the articles of association or other organisational or constitutional documents or the business licence of any Group Company, (b) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any Group Company is a party or by which any Group Company or any of its properties or assets is or may be bound or affected, or (c) any Laws applicable to any Group Company or any of its properties or assets, except in each case of clauses 5.9.3(i) and 5.9.3(ii), where such breach, violation or default would not, individually or in the aggregate, have a Material Adverse Effect.

6 **Accounts**

6.1 The Reporting Accountants, whose audit report on certain consolidated financial statements of the Group is included in each of the Disclosure Documents, are independent public accountants

with respect to the Company under section 290 of the Code of Ethics for Professional Accountants on “Independence—Audit and Review Engagements” issued by the Hong Kong Institute of Certified Public Accountants and the rules and regulations thereunder.

- 6.2 The audited consolidated financial statements (and the notes thereto) of the Group included in each of the Disclosure Documents:
- 6.2.1 give a true and fair view of the consolidated financial position of the Group as at the dates indicated and the consolidated results of operations, cash flows and changes in shareholders’ equity of the Group for the periods specified; and
 - 6.2.2 have been prepared in accordance with Hong Kong Financial Reporting Standards (“HKFRS”) 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; and
 - 6.2.3 are not affected by any exceptional item or other unusual or non-recurring items that are not disclosed therein, and make full provision for all actual liabilities and appropriate provision for all material contingent or deferred liabilities of the Group, and proper and adequate provision for all Tax liabilities (including deferred Tax).
 - 6.2.4 All summary and selected financial data included in each of the Disclosure Documents present fairly the information shown in those documents and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Group included.
- 6.3 The pro forma net tangible assets (and the notes thereto) included in each of the Disclosure Documents have been prepared in accordance with the applicable requirements of the Listing Rules, the assumptions used in the preparation of such pro forma net tangible assets (and the notes thereto) are reasonable, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the pro forma net tangible assets (and the notes thereto).
- 6.4 There are no financial statements (historical or pro forma, as applicable) that are required (including by the Listing Rules or the Companies (WUMP) Ordinance) to be included in each of the Disclosure Documents that are not included as required.
- 6.5 No Group Company has any material liabilities or obligations, direct or contingent (including any off-balance sheet liabilities and obligations), not described in each of the Disclosure Documents.
- 6.6 The memorandum on the profit forecast and the working capital forecast, which has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering, has been prepared after due and careful enquiry and on the bases and assumptions stated in such memorandum which the Directors believe to be fair and reasonable and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) there are no other material facts or assumptions which in any case ought

reasonably to have been taken into account which have not been taken into account in the preparation of such memorandum.

- 6.7 (A) The statements in relation to the adequacy of the working capital of the Company as set forth in the section of each of the Offering Documents entitled “Financial Information—Net Current Liabilities/Assets—Working capital sufficiency” (the “**Prospective Financial Information**”), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in making the Prospective Financial Information for at least the 12-month period immediately following the Prospectus Date and; (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a fair and reasonable forecast by the Company of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Prospectus Date; and (D) the Company and the Directors are of the view that, taking into account the net proceeds to be received by the Company from the Global Offering, the financial resources available to the Group, including the Group’s cash and cash equivalents, available banking facilities, cash flows from operating activities and net proceeds from the Global Offering, the Company has sufficient working capital for present requirements and for at least the next 12 months commencing from the date of the Prospectus.
- 6.8 The statements set forth in the section of each of the Disclosure Documents headed “Financial Information—Significant Accounting Policies, Judgments and Estimates” are complete, true and accurate in all material respects and not misleading and fully describe (A) accounting policies which the Company believes are the most material to the portrayal of the Company’s financial condition and results of operations (the “**Critical Accounting Policies**”); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) and explain the likelihood that materially different amounts would be reported under different conditions or using different assumptions; the board of Directors and the senior management of the Company have (i) reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and (ii) consulted with the Reporting Accountants with regard to such selection, application and disclosure.
- 6.9 Each of the Disclosure Documents 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 the liquidity of any of the Group Companies and could reasonably be expected to occur and (B) all material off-balance sheet transactions, arrangements, obligations and liabilities, direct or contingent, if any; none of the Group Companies has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by any of the Group Companies, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have a material effect on the liquidity of any of the Group Companies or the availability thereof or the requirements of any of the Group Companies for capital resources.

- 6.10 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and, where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no 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 in such reports, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful enquiry; (B) no material information was withheld from the Reporting Accountants for the purposes of their preparation and issuance of their report contained in each of the Disclosure Documents and the comfort letters to be issued by the Reporting Accountants to the Underwriters in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information or documents which have not been provided, the result of which would make the information and documents so received misleading; and (C) no material information was withheld from the Reporting Accountants or the Underwriters for the purposes of their review of the profit forecast memorandum and the pro forma adjusted net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in the Disclosure Documents or their review of the Company's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.
- 6.11 The statutory books, books of account and other records of whatsoever kind of the Company and each of the Group Companies are in its proper possession, up-to-date and contain complete and accurate records as required under applicable Laws to which any Group Company is subject to be dealt with in such books in all material respects; and to the best knowledge of the Company, no notice or allegation that any is incorrect or should be rectified has been received, except which would not, individually or in the aggregate, have a Material Adverse Effect.
- 6.12 All historical financial information contained in the Prospectus has been either correctly extracted from the audited consolidated financial statements (and the notes thereto) of the Group or is derived from the relevant accounting records of the Group Companies which the Company in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.

7 Indebtedness and Material Obligations

7.1

- 7.1.1 Except as otherwise disclosed in the Disclosure Documents, the Group does not have any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including bank overdrafts and loans, debt securities or similar indebtedness, hire purchase commitments or any mortgage or charge or any material guarantee or other contingent liabilities; and
- 7.1.2 no material outstanding indebtedness of any Group Company has (or, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, will) become repayable before its stated maturity, nor has (or, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, will) any security in respect of such indebtedness become enforceable by reason of default of any Group Company; and

- 7.1.3 no person to whom any material indebtedness of a Group Company that is repayable on demand is owed has demanded, or, to the best knowledge of the Company, threatened to demand repayment of, or to take steps to enforce any security for, the same; and
 - 7.1.4 to the best knowledge of the Company, no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any of the Group Companies or under any guarantee of any material liability of any of the Group Companies by reason of default of such Group Company or any other person or under any material guarantee given by any of the Group Companies; and
 - 7.1.5 no Group Company has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.
- 7.2 (A) The amounts borrowed by any Group Company do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or in any debenture or other deed or document binding upon it; (B) no Group Company has factored any of its material debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; and (C) with respect to each of the borrowing facilities of a Group Company which is material to that Group Company, (i) such borrowing facility has been duly authorised, executed and delivered, is legal, valid, binding and enforceable against that Group Company 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; (iii) 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 (iv) no event has occurred, and, to the best knowledge of the Company, no circumstances exist, in relation to any material investment grants, loan subsidies or financial assistance received by or pledged to any Group Company from or by any Authority, in consequence of which that Group Company is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance, except, in each case of (B) and (C) above, for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.

8 Subsequent Events

- 8.1 After March 31, 2025, no Group Company has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to that Group Company, except as otherwise disclosed in the Disclosure Documents; (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including contingent liability) or other obligation that is material to that Group Company; (C) incurred any Encumbrance on any asset, or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Group Companies and tax liens, that is material to the Group; (D) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to that Group Company; (E) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of business; (F) purchased or reduced, or agreed to purchase or reduce, its share capital or other equity interests of any class; (G) declared, made or paid any dividend or distribution of any kind on its share capital or other equity interests of any class; or (H) entered into a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in (A) to (G) above.

- 8.2 After March 31, 2025, no Group Company has sustained any loss or interference with its business from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labour dispute or any action, order or decree of any Authority, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 8.3 Subsequent to the respective dates as at which information is given in each of the Disclosure Documents, there has not been (A) any Material Adverse Effect; (B) any transaction which is material to the Group; (C) any obligation or liability, direct or contingent (including any off-balance sheet obligations), incurred by any Group Company, which is material to the Group; (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any Group Company; or (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any Group Company.
- 8.4 There has not been any material change in the financial position of the Group as compared to amounts shown in the Accounts.

9 **Assets and Properties**

- 9.1.1 Except as disclosed in each of the Disclosure Documents, each Group Company (i) has valid, good and marketable title to all properties (including real properties and buildings) and other assets that it purports to own and (ii) is entitled as legal and beneficial owner of such properties and other assets, except for matters which would individually or in the aggregate, result in a Material Adverse Effect; and
- 9.1.2 there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions (whether in relation to the use of the property or otherwise) affecting any such property or other asset, except such as would not, individually or in the aggregate, (i) materially and adversely affect the value of such property or other asset, (ii) materially interfere with the use made or proposed to be made of such property or other asset by that Group Company, (iii) materially and adversely limit, restrict or otherwise affect the ability of that Group Company to utilise, develop or redevelop such property or other asset or (iv) result in a Material Adverse Effect; and
- 9.1.3 in respect of any property (including real property and buildings) or other assets held under lease, tenancy or licence by any Group Company, (i) such lease, tenancy or licence (a) is in full force and effect, (b) has been duly authorised, executed and delivered and (c) is legal, valid, binding, subsisting and enforceable by that Group Company in accordance with its terms, (ii) no default (or event which with notice, lapse of time, fulfilment of any condition and/or compliance with any formality would constitute a default) under such lease, tenancy or licence by any Group Company has occurred and is continuing or is likely to occur, (iii) no Group Company is aware of any Action of any nature that has been asserted by any person which (a) may be adverse to the rights or interests of that Group Company under such lease, tenancy or licence or (b) which may affect the rights of that Group Company to the continued possession or use of such leased or licensed property or other asset, (iv) the right of that Group Company to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions and (v) there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect

the use made or proposed to be made of such leased or licensed property or other asset by that Group Company, except, in each case of (i) through (v) above, for matters which would not, individually or in the aggregate, result in a Material Adverse Effect; and

- 9.1.4 no Group Company owns, operates, manages, leases or has any other right or interest in any other real property or building of any kind that is material to the Group, taken as a whole, except as set forth in the section of each of the Offering Documents headed “Business—Properties”; and
- 9.1.5 no other properties (including real properties and buildings) or assets are necessary in order for any Group Company to carry on its business in the manner presently conducted and as described in each of the Offering Documents other than those properties or assets, the absence of which would not, individually or in the aggregate, result in a Material Adverse Change..

10 **Intellectual Property**

- 10.1 Each Group Company owns (free of any Encumbrance), or has (or can obtain on reasonable terms) licences for, or other rights to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, designs, domain names, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes described in each of the Disclosure Documents as being owned or licensed or used by it and that are necessary for the conduct of, or material to, its business as currently conducted or as proposed to be conducted (collectively, the “**Intellectual Property**”), each of which licences or rights is (or, when so obtained, will be) legal, valid, binding and enforceable in accordance with its terms and is (or, when so obtained, will be) in full force and effect, except where the failure to own, license or have such rights would not, individually or in the aggregate, have a Material Adverse Effect.
- 10.2 There are no third parties who have or, to the best knowledge of the Company, will be able to establish rights to any Intellectual Property, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which has been licensed to a Group Company, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 10.3 To the best knowledge of the Company, there is no infringement by third parties of any Intellectual Property, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 10.4 There is no pending or, to the best knowledge of the Company, threatened Action by others challenging any Group Company’s rights in, or the validity, enforceability or scope of any Intellectual Property, and there are, to the best of the knowledge of the Company, no facts which could form a reasonable basis for any such Action, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 10.5 There is no pending or, to the best knowledge of the Company, threatened Action by others that any Group Company infringes or otherwise violates any patent, trade or service mark, trade or service name, design, domain name, service name, copyright, trade secret or other proprietary rights of others, and there are no facts which could form a reasonable basis for any such Action,

except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.

- 10.6 Each Group Company has complied with the terms of each agreement pursuant to which Intellectual Property has been licensed to it, and all such agreements are in full force and effect, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 10.7 To the best knowledge of the Company, there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property or that challenges the validity, enforceability or scope of any of the Intellectual Property, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 10.8 To the best knowledge of the Company, there is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the relevant jurisdiction over intellectual property matters, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 10.9 As at the Latest Practicable Date (as defined in the Prospectus), the Group has registered or applied for the registration of (as the case may be) each of the Intellectual Property set out in the section headed “Appendix VI—Statutory and General Information—B. Further Information about our Business—2. Intellectual property rights” in each of the Disclosure Documents.
- 10.10 The statements contained in each of the Disclosure Documents in the section headed “Appendix VI—Statutory and General Information—B. Further Information about our Business—2. Our Material Intellectual Property Rights” are complete, true and accurate in all materials respects and not misleading.

11 **Information Technology**

- 11.1 All material computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Group Companies (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 Group Companies as currently conducted or as proposed to be conducted.
- 11.2 The Group Companies either legally and beneficially own, or have obtained licences for, or other rights to use, all of the Information Technology, necessary to conduct, or material to, the respective businesses of the Group Companies as currently conducted or as proposed to be conducted.
- 11.3 Each agreement pursuant to which the Group Companies have obtained licences for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, the Group Companies have complied with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would constitute such a default) by the Group Companies has occurred and is continuing or is likely to occur under any such agreement, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.

- 11.4 All the records and systems (including the Information Technology) and all data and information of the Group Companies are maintained and operated by the Group Companies and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the other members of the Group, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 11.5 In the event that the persons providing maintenance or support services for the Group Companies with respect to the Information Technology cease or are unable to do so, the Group Companies have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain and support the Information Technology that are necessary for carrying out its main business.
- 11.6 The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect its confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any governmental authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 11.7 There are no material defects relating to the Information Technology.

12 **Data Protection**

- 12.1 (i) Each of the Company and other members of the Group has complied with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the "**Data Protection Laws**") in all material respects; (ii) neither the Company nor any other member of the Group is, or is expected to be classified as, a "critical information infrastructure operator" under the Cybersecurity Law of the PRC; (iii) neither the Company nor any other member of the Group is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the "**CAC**"), the CSRC, or any other relevant governmental authority; and (iv) neither the Company nor any other member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration governmental authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction, except, in each case of (i), (iii) and (iv) above, for matters which would not, individually or in the aggregate, result in a Material Adverse Effect;
- 12.2 Neither the Company nor any other member of the Group has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws and industry standards in respect of inaccuracy, loss, unauthorised destruction or unauthorised disclosure of data and there is no outstanding order against the Company or any

other member of the Group in respect of the rectification or erasure of data, in each case which would individually or in the aggregate result in a Material Adverse Effect;

- 12.3 No warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration governmental authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any members of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there;
- 12.4 Neither the Company nor any other member of the Group has received any communication, enquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules);
- 12.5 The Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant governmental authority on the Company or any other member of the Group or any of their respective directors, officers and employees, which would individually or in the aggregate result in a Material Adverse Effect;
- 12.6 The Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules), which would individually or in the aggregate result in a Material Adverse Effect; and
- 12.7 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. The Group Companies have complied with all applicable Data Protection Laws in all material respects.

13 **CSRC Filings**

- 13.1 The Company has prepared and submitted the CSRC Filing Report in relation to the Global Offering and any transactions contemplated by this Agreement and any relevant supporting materials (including, but not limited to, the PRC legal opinion issued by the Company's PRC Counsel, where applicable) to the CSRC pursuant to the applicable requirements under CSRC Filing Rules.
- 13.2 In connection with the CSRC Filings made to the CSRC for the Global Offering:
 - 13.2.1 the Company and its Directors have complied, and remain in compliance, with the requirements under the CSRC Filing Rules in the preparation and submission of the CSRC Filings;
 - 13.2.2 all information and statements included in the CSRC Filings (including the CSRC Filing Report) are and will remain true, accurate and complete and not misleading, and no information or facts have been omitted or withheld;
 - 13.2.3 (i) there are no any conflicting, inconsistent or materially different descriptions of facts contained in the CSRC Filings, (ii) the CSRC Filings contain detailed analysis on the fulfilment of Article 15 of the CSRC Filing Rules and descriptions of all material events

as required to be reported pursuant to the CSRC Filing Rules or other applicable laws, regulations and rules, and (iii) the CSRC Filings and all other documents filed with the CSRC or issued by or on behalf of the Company in connection with the Global Offering and any transactions contemplated by this Agreement do not contain any statement or commentary that in any manner misrepresents or disparages laws, policies, business environment and judicial system of the PRC;

- 13.2.4 each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules;
 - 13.2.5 the CSRC Filings has been timely submitted 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.
- 13.3 The Company has not, and will not, make any amendment, supplement or modification to the CSRC Filings and (where applicable) the related PRC legal opinion delivered to the Sponsor-OCs under Schedule 3 unless prior consent from the Joint Sponsors and the Sponsor-OCs (on behalf of the Hong Kong Underwriters) of any such amendment, supplement or modification is obtained.
- 13.4 The Company undertakes to notify the CSRC or the relevant PRC governmental authority of any material events that are required to be reported under the applicable laws, rules and regulations (including, without limitation, the CSRC Rules), and to notify the Joint Sponsors and the Sponsor-OCs (on behalf of the Hong Kong Underwriters) of any such material information to the extent permitted by applicable laws, rules and regulations.
- 13.5 The Company has complied, and remain in compliance with all applicable laws, rules and regulations (including, without limitation, the CSRC Archive Rules) in all material respects in connection with (i) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (ii) 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 (iii) maintenance of confidentiality of any Relevant Information.

14 **Employment and Labour**

14.1

- 14.1.1 Except as disclosed in each of the Disclosure Documents, no Group Company 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 directors or supervisors or to any other person, where any Group Company participates in, or has participated in, or is liable to contribute to any such schemes; and

- 14.1.2 Except as disclosed in each of the Disclosure Documents, no Group Company has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; and
- 14.1.3 there are no material amounts or liability owing or promised to any present or former directors, supervisors, employees or consultants of any Group Company other than remuneration accrued, due or for reimbursement of business expenses; and
- 14.1.4 no directors or supervisors or senior management or key employees of the Company have given or been given notice terminating their contracts of employment; and
- 14.1.5 no directors or supervisors or senior management or key employees of any Group Company have given or been given notice terminating their contracts of employment, except which would not result in a Material Adverse Effect; and
- 14.1.6 there are no proposals to terminate the employment or consultancy of any directors, senior management, supervisors, key employees or consultants of any Group Company or to vary or amend their terms of employment, appointment or consultancy (whether to their detriment or benefit), except which would not result in a Material Adverse Effect; and
- 14.1.7 no Group Company 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, supervisors, key employees or consultants by them; and no liability has been incurred by any Group Company for breach of any director's, supervisor's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, supervisor, 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, supervisor or consultant of any Group Company; and
- 14.1.8 all contracts of service in relation to the employment of the employees, directors, supervisors and consultants of the Group Companies are on usual or normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on any Group Company and all subsisting contracts of service to which any Group Company 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
- 14.1.9 there are no claims pending or threatened or capable of arising against any Group Company, by any employee, director, supervisor, consultant or third party, in respect of any accident or injury not fully covered by insurance; each Group Company has, in relation to its respective directors, supervisors, employees or consultants, complied with all terms and conditions of such directors', supervisors', employees' or consultants' (or former directors', supervisors', employees' or consultants') contracts of employment or consultancy, except for such matters which would not, individually or in aggregate, result in Material Adverse Effect.

14.2

- 14.2.1 There is (i) no dispute with the Directors, Supervisors or senior management and no strike, labour dispute, slowdown or stoppage or other claims by, or conflict with the employees of any of the Group Companies pending or threatened against any of the Group Companies, (ii) no union representation dispute currently existing concerning the employees of any of the Group Companies and (iii) no existing, imminent or, to the best knowledge of the Company, threatened labour disturbance by the employees of any of the principal suppliers, contractors or customers of any Group Company, except, in each case of (i) and (ii) above, for matters which would not, individually or in the aggregate, result in a Material Adverse Effect; and
- 14.2.2 there have been and are no violations of any applicable labour, employment Laws and human rights (including but not limited to those related to labour rights and overtime compensation) by any of the Group Companies, or, to the best knowledge of the Company, by any of the principal suppliers, contractors or customers of any Group Company, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect; and
- 14.2.3 there have been and are no violations of any applicable occupational safety Laws by any of the Group Companies and none of the Group Companies have had any material occupational safety incident, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.

15 **Environmental Laws**

- 15.1 Each of the Group Companies and their respective assets and operations are in compliance with, and each of the Group Companies has obtained or made and holds and is in compliance with all Approvals and Filings required under, any and all applicable Environmental Laws (as defined below) in all material respects.
- 15.2 There is no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to any Group Company under, or to interfere with or prevent compliance by any Group Company with, any Environmental Laws, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 15.3 No Group Company is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or, to the best knowledge of the Company, threatened Action, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used in this paragraph, “**Environmental Laws**” means Laws relating to health, safety, the environment (including the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and “**Hazardous Materials**” means any material (including pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under

any Environmental Law), except for such matters which would not, individually or in the aggregate, result in a Material Adverse Effect.

- 15.4 In the ordinary course of its business, each of the Group Companies conducts periodic reviews of the effect of Environmental Laws on its businesses, operations and properties, in the course of which it identifies and evaluates associated costs and liabilities (including any capital or operating expenditures required for compliance with Environmental Laws or any Approvals and Filings required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Company has concluded that such associated costs and liabilities, individually or in the aggregate, would not, or could not reasonably be expected to, result in a Material Adverse Effect.

16 **Anti-trust**

No Group Company is a party to any agreement or arrangement or is carrying on any practice which, in whole or in part, contravenes or is or could be invalidated by any anti-trust, anti-monopoly, competition, fair trading (including adopting predatory pricing strategies), consumer protection or similar Laws in any jurisdiction where the Group Companies have assets or carry on business or 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), except for such matters which would not, individually or in the aggregate, result in a Material Adverse Effect.

17 **Insurance**

Each Group Company maintains such insurance covering its business, operations, inventories, properties and personnel with insurers of recognised financial responsibility as the Company deems adequate, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect; and

- 17.1.1 each such insurance insures against such losses and risks to an extent which is adequate and prudent in accordance with customary industry practice to protect the relevant Group Company and its business; and
- 17.1.2 each such insurance is fully in force on the date of this Agreement and will be fully in force on the Prospectus Date and at all other times when the Warranties are deemed to be repeated pursuant to this Agreement; and
- 17.1.3 each Group Company is in compliance with the terms of all insurance maintained by it and there are no claims by any Group Company under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause and there are no circumstances likely to give rise to such a claim; and
- 17.1.4 neither the Company nor any of the other Group Companies has any reason to believe that it will not be able to renew any such insurance as and when such insurance expires or that the insurance will be void; and
- 17.1.5 no Group Company has been refused any material insurance coverage sought or applied for and, as far as the Company is aware, there are no circumstances likely to give rise to such refusal; and

- 17.1.6 the description of the insurance coverage of the Group Company contained in each of the Offering Documents is true, accurate in all material aspects and not misleading.

18 **Internal Controls**

- 18.1 The Group Companies have established and maintain and evaluate a system of internal controls sufficient to provide reasonable assurance that, in all material aspects:
 - 18.1.1 transactions are executed in accordance with management's general or specific authorisation; and
 - 18.1.2 transactions are recorded as necessary to permit preparation of financial statements in compliance with HKFRS or such other accounting standards as are adopted by the relevant Group Company and maintain accountability for assets; and
 - 18.1.3 access to assets is permitted only in accordance with management's general or specific authorisation; and
 - 18.1.4 the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and
 - 18.1.5 the Directors are able to make a proper assessment of the financial position and prospects of each Group Company; and
 - 18.1.6 each Group Company has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of the Group Company and provide a sufficient basis for the preparation of financial statements in accordance with HKFRS or such other accounting standards as are adopted by the relevant Group Company, and such internal controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal controls are monitored by the responsible persons.
- 18.2 There are no material weaknesses in any Group Company's internal controls over financial reporting and no changes in any Group Company's internal controls over financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, that Group Company's internal controls over financial reporting.
- 18.3 None of the deficiencies and issues identified in any internal control report prepared by the Internal Control Consultant (the "**Internal Control Report**") would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of any Group Company to comply with any applicable Laws.
- 18.4 The Group Companies have duly completed all remediation actions in respect of each of the deficiencies or issues identified in the Internal Control Report in accordance with the recommendations and deadlines set out in the Internal Control Report.
- 18.5 Each Group Company has established and maintains and evaluates a system of disclosure and corporate governance controls and procedures to ensure that:

- 18.5.1 material information relating to that Group Company is made known in a timely manner to the board of Directors and the Company's management by others within that Group Company; and
- 18.5.2 the Company and the board of Directors 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 (WUMP) Ordinance, the Companies Ordinance and any other applicable Laws, including the requirements of the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures are monitored by the responsible persons.

For the purposes of this paragraph, the term “**disclosure and corporate governance controls and procedures**” means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed under the Listing Rules, is recorded, processed, summarised and reported in a timely manner and in any event within the time period required by applicable Law.

19 **Anti-Corruption and Money Laundering**

- 19.1 None of the Group Companies nor any of their respective directors, supervisors, officers, or, to the best knowledge of the Company, agents, employees, representatives or Affiliates or any person acting on their behalf is aware of or has, directly or indirectly, made or authorised:
 - 19.1.1 any contribution, payment, entertainment, unlawful expense or gift of funds or property in the United States, the United Kingdom, the European Union, the PRC, Hong Kong or any such other jurisdiction, relating to political activity or to influence official action, or where the contribution, payment, entertainment, gift or expense was or is prohibited under any applicable Laws of the United States, the United Kingdom, the European Union, the PRC, Hong Kong or any other jurisdiction applicable to such person or such contribution, payment or gift; or
 - 19.1.2 any unlawful payment to any foreign or domestic government official or employee from corporate funds; or
 - 19.1.3 any bribe, rebate, payoff, influence payment, kickback or other unlawful payment;

and, without prejudice to the foregoing, none of the Group Companies nor any of their respective directors, supervisors, officers, or, to the best knowledge of the Company, agents, employees, representatives or Affiliates or any person acting on their behalf has taken any action, directly or indirectly, in violation by such persons of any 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 United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010 or any other Law of similar purpose and scope (collectively, the “**Anti-Corruption Laws**”); and each of the Group Companies and their respective Affiliates has instituted and maintained and will continue to maintain policies and procedures that are reasonably designed to ensure that it and its directors, supervisors, officers, or, to the best knowledge of the Company, agents, employees, representatives and Affiliates and any person acting on their behalf comply with applicable Anti-Corruption Law, Money Laundering Laws Applicable to the Group (as defined below) and Sanctions (as defined below).

- 19.2 The operations of each Group Company are and have been conducted at all times in compliance with applicable financial record keeping and reporting and other requirements (if any) of applicable anti-money laundering statutes, laws, regulations, rules and guidelines of all jurisdictions and any similar rules, regulations or guidelines, including, without limitation, the U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended (collectively, the “**Money Laundering Laws Applicable to the Group**”) and applicable Anti-Corruption Law, and no Action or enquiry by or before any Authority involving the Company with respect to the Money Laundering Laws Applicable to the Group or applicable Anti-Corruption Law is pending or, to the best knowledge of the Company, threatened.

20 **Sanctions**

- 20.1 None of the Company, any other member of the Group, nor any of their respective directors or officers, nor, to the best knowledge of the Company, any employee, agent or affiliate or other person acting on their behalf (a) is controlled by or owned 50% or more in the aggregate by any individuals or entities that are currently the subject of any sanctions administered or enforced by the United States (including but not limited to being the target of any sanctions administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of Defense, the U.S. Department of State, or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, His Majesty’s Treasury or other sanctions authority which may assert jurisdiction over the Company (collectively, the “**Sanctions**” and such persons, “**Sanctioned Persons**” and each such person, a “**Sanctioned Person**”); (b) is located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (which are, for the avoidance of doubt, Cuba, Iran, North Korea and the Crimea, Donetsk, Luhansk, Zaporizhzhia and Kherson regions of Ukraine (collectively, the “**Sanctioned Countries**” and each, a “**Sanctioned Country**”)); or (c) will, directly or indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity, (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject of Sanctions, (ii) to fund or facilitate any activities of or business in Russia, Belarus or any Sanctioned Country or (iii) in any other manner that could or would result in a violation of any Sanctions by any individual or entity (including any individual or entity participating in the Global Offering, whether as underwriter, adviser, investor or otherwise).

- 20.2 Neither the Company nor any other member of the Group, nor any of their respective directors or officers, nor, to the best knowledge of the Company, any employee, agent or affiliate or other person acting on behalf of the Company or any other members of the Group has since April 24, 2019 engaged in, or is now engaged in, any dealings or transactions with or for the benefit of a Sanctioned Person or with or in a Sanctioned Country (including, for the avoidance of doubt, Syria prior to May 23, 2025) that at the time of the dealing or transaction is or was, the subject of Sanctions, which at the time of such dealing was in violation of Sanctions or would result in a violation by or imposition of Sanctions on any person, including, without limitation, any person participating in the Global Offering.
- 20.3 The Company will use the proceeds of the Global Offering exclusively in the manner set forth in the section headed “Future Plans and Use of Proceeds” and “Business—Business Activities in Regions Subject to International Sanctions” in each of the Offering Documents.
- 20.4 None of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement or the International Underwriting Agreement, the consummation of any other transaction contemplated hereby or thereby, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Company will result in a violation (including, without limitation, by any of the Underwriters) of any Sanctions.

21 **U.S. Outbound Investment Rules**

- 21.1 The Company is not, and as a result of the offer and sale of the Offer Shares and the use of proceeds therefrom as contemplated herein and described in the Offering Documents, will not be a “covered foreign person.”
- 21.2 The Company does not currently engage and does not have plans to engage in any “covered activity”. The Company does not, directly or indirectly, hold a board seat on, have a voting or equity interest in, or have any contractual power to direct or cause the direct or cause the direction of management or policies of any person or persons that engages or plans to engage in any “covered activity” from or which it (a) derives more than 50 per cent. of its revenue individually, or as aggregated across such persons from each of which it derives at least U.S.\$50,000 (or equivalent) of its revenue, on an annual basis; (b) derives more than 50 percent of its net income individually, or as aggregated across such persons from each of which it derives at least U.S.\$50,000 (or equivalent) of its net income, on an annual basis; (c) incurs more than 50 percent of its capital expenditure individually, or as aggregated across such persons from each of which it incurs at least U.S.\$50,000 (or equivalent) of its capital expenditure, on an annual basis; or (d) incurs more than 50 percent of its operating expenses individually, or as aggregated across such persons from each of which it incurs at least U.S.\$50,000 (or equivalent) of its operating expenses, on an annual basis.
- 21.3 The terms “covered foreign person” and “covered activity” are defined in Part 850 of the Title 31 of the Code of Federal Regulations published by the Office of Federal Registrar of the United States.

22 **Experts**

- 22.1 Each of the experts as referred to in the Prospectus (the “**Experts**”) 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.

- 22.2 The factual contents of the reports (including the Internal Control Report and the industry report prepared by the Industry Consultant (the “**Industry Report**”)), opinions, letters or certificates of each Expert 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 which would make the contents of any of those reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in those reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful enquiry.
- 22.3 No material information was withheld from any Expert for the purpose of its preparation of its reports (including the Internal Control Report and the Industry Report), opinions, letters and certificates and all information given to each Expert for that purpose was given in good faith and there is no other information or documents which have not been provided, the result of which would make the information and documents so received misleading.
- 23 **Forward-looking Statements and Operational, Statistical and Market Data**
- 23.1 Each forward-looking statement contained in each of the Disclosure Documents has been made or reaffirmed with a reasonable basis and in good faith.
- 23.2 All operational, statistical or market-related data included in each of the Disclosure Documents that:
- 23.2.1 come from the Company have been derived from the records of the Group Companies using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and not misleading; and
 - 23.2.2 come from sources other than the Company are based on or derived from sources which are reliable and accurate and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.
- 24 **Material Contracts**
- 24.1 All contracts and agreements entered into within two years prior to the date of the Prospectus (other than contracts or agreements entered into in the ordinary course of business) to which a Group Company is a party and which are required to be:
- 24.1.1 disclosed as material contracts in the Prospectus; or
 - 24.1.2 filed as material contracts with the Registrar of Companies in Hong Kong,
- have been so disclosed and filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; no such contracts or agreements which have not been so disclosed or filed will, without the written consent of the Joint Sponsors and the Sponsor-OCs, be entered into, nor will the terms of any such contracts or agreements so disclosed or filed be changed, prior to or on the Listing Date; no Group Company, nor any other party to any such contract or agreement, has sent or received any communication regarding termination of, or intention not to renew, any of such contracts or agreements, and no such termination or non-renewal has been threatened by any Group Company or any other party to any such contract or agreement, or to the Company’s best knowledge, any other party to such

contract; no Group Company has been informed by any counterparties to such contracts that the Group Company is in breach of any terms thereof.

- 24.2 Each of the contracts or agreements listed as being a material contract in the section of the Prospectus headed “Appendix VI—Statutory and General Information—B. Further Information about our Business—1. Summary of material contracts” has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, subject to the Enforceability Exceptions.

- 24.3 None of the Group Companies:

24.3.1 has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm’s length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by any Group Company on six months’ notice or less); or

24.3.2 is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect; or

24.3.3 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.

25 **Connected Transactions and Conflict of Interest**

- 25.1 In respect of the connected transactions (as defined in the Listing Rules) of the Group (the “**Connected Transactions**”) as disclosed in the Disclosure Documents:

25.1.1 the statements describing each Connected Transaction in the Disclosure Documents are complete, true and accurate in all material respects, and there are no facts or matters, the omission of which would make any such statements misleading; and

25.1.2 all information (including historical figures) disclosed or made available (or which ought reasonably to have been disclosed or made available) in writing or orally by or on behalf of any Group Company, and/or any of their respective directors, supervisors, officers, employees, Affiliates or agents, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any of the legal and other professional advisers to the Company or the Underwriters, the Stock Exchange and/or the SFC was so disclosed or made available in full and in good faith and was, when disclosed or made available, and remains, complete, true and accurate in all material respects and not misleading, and there is no other information or documents which have not been disclosed or made available, the result of which would make the information and documents so disclosed or made available misleading; and

- 25.1.3 each Connected Transaction has been entered into and carried out, and will be carried out, in the ordinary course of business and on normal commercial terms, and is fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including the independent non-executive Directors, in coming to their view, have made due, careful and proper enquiries and investigations of that Connected Transaction; and
 - 25.1.4 the relevant Group Company has complied with and will continue to comply with the terms of each Connected Transaction so long as the agreement or arrangement relating that transaction is in effect, and the Company will inform the Joint Sponsors and the Sponsor-OCs promptly should there be any breach of any such terms before or after the listing of the H Shares on the Stock Exchange; and
 - 25.1.5 each Connected Transaction and its related agreements and undertakings have been duly authorised, executed and delivered, constitute a legal, valid and binding agreement or undertaking of the parties to those agreements, and are enforceable in accordance with their terms, and are in full force and effect; and
 - 25.1.6 each Connected Transaction was and will be carried out by the relevant Group Company in compliance with all applicable Laws.
- 25.2 Except as disclosed in each of the Disclosure Documents, none of the Directors or the Single Largest Shareholder, either alone or in conjunction with or on behalf of any other person, is engaged in any business that is in competition with the business of any Group Company to the extent that there could be a conflict of interests between such Director or the Single Largest Shareholder, as the case may be, or any of his or her or its Associates and the general body of shareholders of the Company.
- 25.3 Except as disclosed in each of the Disclosure Documents, none of the Directors, the Supervisors, the Single Largest Shareholder or their respective Associates:
- 25.3.1 is interested, directly or indirectly, in any assets which have, since the date two years immediately preceding the Prospectus Date, been acquired or disposed of by or leased to any Group Company; or
 - 25.3.2 is or will be interested in any agreement or arrangement with any Group Company and which is material in relation to the business of any Group Company.
- 25.4 Except as disclosed in each of the Disclosure Documents, no indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment or service contracts with current directors or officers of a Group Company) is or will be outstanding between a Group Company, on the one hand, and any current or former director or officer of such Group Company or any Associate of any of the foregoing persons, on the other hand.

26 **Tax**

- 26.1 All returns, reports or filings required to be filed by or in respect of any Group Company for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are complete, 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 best knowledge of the Company, there are no circumstances giving rise to any such dispute.

- 26.2 All Taxes and other assessments of a similar nature (whether imposed directly or through withholding), including any interest, additions to Tax or penalties applicable thereto, due or claimed to be due from any Group Company have been duly and timely paid, other than those being contested in good faith by legal Actions and for which adequate reserves have been provided; there is no Tax deficiency of any material amount that has been asserted against any Group Company.
- 26.3 The provisions included in the audited consolidated financial statements of the Group as set forth in each of the Disclosure Documents included appropriate provisions required under HKFRS for all Taxes and other assessments of a similar nature (whether imposed directly or through withholding), including any interest, additions to Tax or penalties applicable thereto, in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the relevant Group Company was then or could reasonably be expected thereafter to become or has become liable.
- 26.4 Except as described in each of the Disclosure Documents, no stamp or other issuance or transfer Taxes or duties or other assessments of a similar nature and no capital gains, income, withholding or other Taxes or other assessments of a similar nature are payable by or on behalf of any Group Company in Hong Kong or the PRC or to any Taxation or other Authority in connection with (i) the execution and delivery of this Agreement and the International Underwriting Agreement; (ii) the allotment, issuance or sale of the Offer Shares; (iii) the offer, allotment, issue, sale or 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 Prospectus; (iv) the offer, allotment, issue, sale or delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or purchasers procured by the International Underwriters in the manner contemplated in each of the International Offering Documents; or (v) the deposit of the Offer Shares with HKSCC.
- 27 **Dividends**
- 27.1 Except as disclosed in each of the Disclosure Documents, all dividends and other distributions declared and payable on the H Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes or other assessments of a similar nature imposed, assessed or levied by or under the Laws of Hong Kong or the PRC or by Hong Kong or the PRC or any Taxing or other Authority.
- 27.2 No Group Company is prohibited, directly or indirectly, from (i) paying dividends to the Company, (ii) making any other distribution on the share capital or other equity interests of or in that Group Company, (iii) repaying the Company any loans or advances to that Group Company from the Company or (iv) transferring any properties or assets to the Company or any other Group Company.
- 28 **Market Conduct**
- 28.1 Save for the appointment of the Stabilizing Manager of the Global Offering, none of the Group Companies nor any of their respective Affiliates, nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Sponsor-OCs have notified the Company that all of the Offer Shares have been sold by the

Underwriters, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the H Shares and any associated securities or (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange or any other Authority including those in relation to bookbuilding and placing activities.

- 28.2 Save for the appointment of the Stabilizing Manager of the Global Offering, none of the Group Companies nor any of their respective Affiliates, nor any person acting on behalf of any of them, (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to cause or result in, or which has constituted or which might reasonably be expected to cause or result in, the stabilisation in violation of applicable laws 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 of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise.

29 **Immunity**

None of the Group Companies nor any of their respective properties, assets or revenues, is entitled to any right of immunity on the grounds of sovereignty or otherwise from any Action, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other Action for the giving of any relief or for the enforcement of any judgment.

30 **Choice of Law and Jurisdiction**

- 30.1 The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of the PRC and Hong Kong; the Company can sue and be sued in its own name under the Laws of the PRC and Hong Kong; the agreement by the Company to resolve any dispute by arbitration, the waiver by the Company of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead an inconvenient forum and the agreement that this Agreement will be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the PRC and Hong Kong courts; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the PRC and Hong Kong are concerned, to confer valid personal jurisdiction over the Company, as applicable; and any arbitral award obtained under this Agreement will be recognised and enforced by the PRC and Hong Kong courts.
- 30.2 It is not necessary under the Laws of Hong Kong or the PRC that any of the Underwriters (other than those incorporated or organised under the Laws of Hong Kong or the PRC) should be licensed, qualified or entitled to carry out business in Hong Kong or the PRC (i) to enable them to enforce their respective rights under this Agreement or the International Underwriting Agreement or any other document to be furnished hereunder or thereunder, or (ii) solely by

reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

31 Professional Investor

The Company has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 6 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 Sponsor-OCs and the Hong Kong Underwriters.

32 Allotment, Issue and Sale of Offer Shares

32.1 Except pursuant to this Agreement or the International Underwriting Agreement, no Group Company has incurred any liability for any finder’s or broker’s fee or agent’s commission or other payments in connection with the execution and delivery of this Agreement or the International Underwriting Agreement or the offer, allotment, issue or sale of the Offer Shares or the consummation of the transactions contemplated by this Agreement or the International Underwriting Agreement or the Disclosure Documents.

32.2 No Group Company has entered into any contractual arrangement relating to the offer, allotment issue, sale, distribution and/or delivery of any H Shares other than this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements.

33 Litigation and Other Proceedings

33.1 There are no legal, arbitration, governmental Actions, proceedings, investigations or inquiries in progress, pending or, to the best knowledge of the Company, threatened, to which any Group Company or any director or supervisor of any Group Company is a party or to which any of the properties of any Group Company or any director or supervisor of any Group Company is subject, whether or not arising from transactions in the ordinary course of business, that would materially and adversely affect the power or ability of the Company to perform any of their respective obligations under this Agreement and the International Underwriting Agreement, to offer, allot, issue or sell any of the Offer Shares, or to consummate any of the transactions contemplated by the Prospectus or the Preliminary Offering Circular, and, to the best knowledge of the Company, no event has occurred which is expected to give rise to such Actions. No such Actions, and no other disputes existed or was outstanding at any time within the period of 12 months, preceding the date of the Prospectus (whether or not now resolved) which, and notwithstanding it is now resolved or withdrawn, resulted from circumstances, or is or was otherwise of a nature, which should reasonably be viewed as significant to the Group now or in the future.

33.2 No Group Company which is a party to a joint venture or shareholders’ agreement is in dispute with the other parties to such joint venture or shareholders’ agreement and there are no circumstances which may give rise to any dispute or affect the relevant Group Company’s relationship with such other parties, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.

33.3 No Group Company has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started, threatened or contemplated or judgment been rendered (A) to wind up, make bankrupt, dissolve, deregister, liquidate, make dormant or eliminate the

Group Company; or (B) to withdraw, revoke or cancel any approval to conduct business or any operation of the Group Company, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect..

34 Directors, Supervisors and Officers

- 34.1 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company or the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters and/or any of them, and such authority and confirmations remain in full force and effect.
- 34.2 The Directors and the Supervisors have been duly and validly appointed and are the only directors and supervisors of the Company.

35 United States Aspects

- 35.1 Neither the Group nor any of its Affiliates nor any person acting on behalf of any of them (A) directly or indirectly 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 engaged or will engage in any “directed selling efforts” within the meaning of Regulation S under the Securities Act with respect to the Offer Shares.
- 35.2 The Company is a “foreign issuer” within the meaning of Regulation S.
- 35.3 There is no “substantial U.S. market interest” within the meaning of Regulation S in the Offer Shares or securities of the Company of the same class as the Offer Shares.

SCHEDULE 3

CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. Four certified true copies of the written resolutions or meeting minutes of the shareholders of the Company, dated February 15, 2025, in relation to the Global Offering referred to in Appendix VI to the Prospectus.
2. Four certified true copies of the resolutions of the Board, or a duly authorized committee of the Board:
 - (a) approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - (b) approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto;
 - (c) approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
 - (d) approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
 - (e) approving the Verification Notes.
3. Four certified true copies of the H Share Registrar's Agreement duly signed by the parties thereto.
4. Four certified true copies of the Receiving Banks Agreement duly signed by the parties thereto.
5. Four certified true copies of the certificate of incorporation of the Company.
6. Four certified true copies of the Articles of Association which shall become effective upon the Listing Date.
7. Four certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; and (ii) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).
8. Four certified true copies of the service agreements or letters of appointment of each of the Directors.
9. Four certified true copies of each of the responsibility letters, powers of attorney (except as already provided in item 12 below) and statements of interests signed by each of the Directors.

10. Four certified true copies of each of the material contracts referred to in the section of the Prospectus headed “Appendix VI – Statutory and General Information” (other than this Agreement) duly signed by the parties thereto.
11. Four certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Documents relating to the Hong Kong Public Offering

12. Four printed copies of each of the Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.
13. Four signed originals of the signature pages to, or certified true copies of, Verification Notes for the Prospectus and the Verification Notes for the CSRC Filing Report, each duly signed by or on behalf of the Company and/or each of the Directors (or their respective duly authorized attorneys).
14. Four signed originals of the accountants’ report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
15. Four signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Prospectus.
16. Four signed originals of the letter(s) from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, and copied to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall, *inter alia*, confirm the indebtedness statement contained in the Prospectus and the statement contained in the Prospectus as to the sufficiency of the Group’s working capital.
17. Four signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
18. Four signed originals of the legal opinion from the Company’s PRC Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group’s properties, establishment, business, operations and legal status in the PRC.
19. Four signed originals of the legal opinion from the Underwriters’ PRC Counsel, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group’s properties, establishment, business, operations and legal status in the PRC.
20. Four signed originals of the legal opinion from the Company’s Data Compliance Counsel, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

21. Four signed originals of the legal opinion or legal memorandum from the Company's Sanction Counsel, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
22. Four signed originals of the legal opinion or legal memorandum from the Company's OIR Counsel, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
23. Four signed originals of the legal opinion and/or due diligence report from Baker & McKenzie, the Company's Hong Kong counsel, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators in respect of certain subsidiaries of the Company incorporated in Hong Kong.
24. Four signed originals of the legal opinion and/or due diligence report from Wong & Partners, the Company's Malaysian legal advisor, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators in respect of certain subsidiaries of the Company incorporated in Malaysia.
25. Four signed originals of the legal opinion and/or due diligence report from Baker & McKenzie, the Company's Saudi Arabian legal advisor, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators in respect of a subsidiary of the Company incorporated in Saudi Arabia.
26. Four signed originals of the legal opinion and/or due diligence report from Holland & Knight, the Company's Mexican legal advisor, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators in respect of a subsidiary of the Company incorporated in the United Mexican States.
27. Four signed originals of the legal opinion and/or due diligence report from ADMD / MAVIOGLU & ALKAN Law Office, the Company's Turkish legal advisor, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators in respect of a subsidiary of the Company incorporated in Turkey.
28. Four signed originals of the legal opinion and/or due diligence report from JJR Abogados Limitada, the Company's Chilean legal advisor, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators in respect of a subsidiary of the Company incorporated in Chile.
29. Four signed originals of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.
30. Four signed originals of the industry report from the Industry Consultant, dated the Prospectus Date.
31. Four certified true copies of the letter from each of the experts referred to in the section headed "Statutory and General Information" of Appendix VI to the Prospectus (except for the Joint Sponsors), dated the Prospectus Date, consenting to the issue of the

Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.

32. Four certified true copies each of the certificate given by the relevant translator relating to the translation of the Hong Kong Public Offering Documents and the certificate issued by Toppan Nexus Limited as to the competency of such translator.
33. Four copies of the written confirmation from the Stock Exchange authorizing the registration of the Prospectus.
34. Four copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.
35. Four certified true copies of the Compliance Adviser Agreement.
36. Four certified true copies of the FINI Agreement.
37. Four signed originals or certified true copies of the profit forecast and working capital forecast memorandum adopted by the Board.
38. Four certified true copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.

Part B

1. Four signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
2. Four signed originals of the Regulation S comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to, among others, the Joint Sponsors, the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
3. Four signed originals of the Regulation S bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to, among others, the Joint Sponsors, the Overall Coordinators and the International Underwriters, in form satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
4. Four signed originals of the bringdown legal opinion from the Company's PRC Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's properties, establishment, business, operations and legal status in the PRC.
5. Four signed originals of the bringdown legal opinion from the Underwriters' PRC Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's properties, establishment, business, operations and legal status in the PRC.
6. Four signed originals of the bringdown legal opinion from the Company's Data Compliance Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
7. Four signed originals of the bringdown legal opinion or legal memorandum from the Company's Sanction Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
8. Four signed originals of the bringdown legal opinion or legal memorandum from the Company's OIR Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
9. Four signed originals of the bringdown legal opinion and/or due diligence report from Baker & McKenzie, the Company's Hong Kong counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators in respect of certain subsidiaries of the Company incorporated in Hong Kong.

10. Four signed originals of the bringdown legal opinion and/or due diligence report from Wong & Partners, the Company's Malaysian legal advisor, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators in respect of certain subsidiaries of the Company incorporated in Malaysia.
11. Four signed originals of the bringdown legal opinion and/or due diligence report from Baker & McKenzie, the Company's Saudi Arabian legal advisor, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators in respect of a subsidiary of the Company incorporated in Saudi Arabia.
12. Four signed originals of the bringdown legal opinion and/or due diligence report from Holland & Knight, the Company's Mexican legal advisor, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators in respect of a subsidiary of the Company incorporated in the United Mexican States.
13. Four signed originals of the bringdown legal opinion and/or due diligence report from ADMD / MAVIOGLU & ALKAN Law Office, the Company's Turkish legal advisor, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators in respect of a subsidiary of the Company incorporated in Turkey.
14. Four signed originals of the bringdown legal opinion and/or due diligence report from JJR Abogados Limitada, the Company's Chilean legal advisor, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators in respect of a subsidiary of the Company incorporated in Chile.
15. Four signed originals of the Hong Kong closing legal opinion from the Company's HK & US Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
16. Four signed originals of the Hong Kong closing legal opinion from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
17. Four signed originals of the no registration opinion from the Company's HK & US Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the International Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
18. Four signed originals of the no registration opinion from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the International Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
19. Four signed originals or certified true copies of the Price Determination Agreement duly signed by the parties thereto.
20. Four originals of the certificate signed by the Executive Director of the Company, dated the Listing Date, and in the form set forth in Exhibit A to the International Underwriting

Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement, to be delivered as required under the International Underwriting Agreement.

21. Four originals of the certificate signed by the Executive Vice President and the Secretary to the Board of the Company, dated the Listing Date, and in the form set forth in Exhibit B to the International Underwriting Agreement, covering, *inter alia*, financial, operational and business data contained in each of the Prospectus, the Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants, to be delivered as required under the International Underwriting Agreement.
22. Four originals of the certificate signed by the joint company secretaries of the Company, dated the Listing Date, and in the form set forth in Exhibit C to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
23. Four certified true copies of the minutes of a meeting (or written resolutions) of the Board (or a duly authorized committee thereof), approving and/or ratifying (as applicable), among other things, the determination of the Offer Price, the basis of allotment and the allotment and issue of Offer Shares to the allottees.
24. Four copies of the letter from the Stock Exchange approving the listing of the H Shares.
25. Four copies of the Personal Details Form (Form FF004) duly completed by Directors and Supervisors of the Company.
26. Four copies of the Form F submitted by the Company on FINI.

SCHEDULE 4

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the HK eIPO White Form Service at www.eipo.com.hk or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 5
FORMAL NOTICE

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on the following date:

Name of Publication	Dates of Advertisement
Stock Exchange website	September 17, 2025
Company website	September 17, 2025

SCHEDULE 6

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 2.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 2.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 2.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - (v) disclose transaction related information as required under paragraph 8.3A of the Code;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
 - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.
3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.
5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

**PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH
PARAGRAPHS 15.3A AND 15.3B OF THE CODE:**

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

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

- (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than \$40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
- (ii) a corporation (other than a trust corporation referred to in paragraph (i)):
 - (A) having:
 - (I) a portfolio of not less than \$8 million; or
 - (II) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
 - (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:
 - (I) a trust corporation specified in paragraph (i);
 - (II) an individual specified in Section 5(1) of the Professional Investor Rules;
 - (III) a corporation specified in this paragraph or paragraph (ii)(A);
 - (IV) a partnership specified in paragraph (iii);
 - (V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or

- (C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A);

and

- (iii) a partnership having:

- (A) a portfolio of not less than \$8 million; or

- (B) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

- (i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;

- (ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:

- (A) a statement of account or a certificate issued by a custodian;

- (B) a certificate issued by an auditor or a certified public accountant;

- (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.

- 2. The Overall Coordinators have categorized you as a Corporate Professional Investor based on information you have given to the Overall Coordinators. You will inform the Overall Coordinators promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets. As a consequence of your categorization as a Corporate Professional Investor and the Overall Coordinators' assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Overall Coordinators are exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.

- 3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

3.1 Information about clients

- (iv) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

- (v) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

- (vi) assess your knowledge of derivatives and characterize you based on your

knowledge of derivatives;

3.2 Client agreement

- (ii) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

- (vi) disclose related information to you in respect of the transactions contemplated under this Agreement;
- (vii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
- (viii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (ix) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
- (x) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

- (iii) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
- (iv) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

- 4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
- 5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
- 6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

- 1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules (“**Individual Professional Investor**”). You will inform the Overall Coordinators promptly in the event any information you have given the Overall Coordinators ceases to be true and accurate.

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

- (i) an individual having a portfolio of not less than \$8 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules, when any one or more of the following are taken into account:
 - (A) a portfolio on the individual's own account;
 - (B) a portfolio on a joint account with the individual's associate;
 - (C) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;
 - (D) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

For the purposes of paragraph (i)(C), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is:

- (A) the individual's share of the portfolio as specified in a written agreement among the account holders; or
- (B) in the absence of an agreement referred to in paragraph (A), an equal share of the portfolio.

Section 8 of the Professional Investor Rules requires the portfolio of an individual to be ascertained by referring to the following:

- (i) any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the individual.

2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - (i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
 - (iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and

Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 6.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by Yin Tongyue
for and on behalf of
CHERY AUTOMOBILE 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 JASON WONG
for and on behalf of
HUATAI FINANCIAL HOLDINGS (HONG KONG)
LIMITED

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SIGNED by VIVIEN YU
for and on behalf of
GF CAPITAL (HONG KONG) LIMITED

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SIGNED by **PATRICIO LAU**
for and on behalf of
GF CAPITAL (HONG KONG) LIMITED

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SIGNED by **YAN MING**
for and on behalf of
GF SECURITIES (HONG KONG) BROKERAGE
LIMITED

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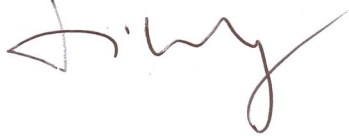
SIGNED by WONG SZE MAN
for and on behalf of
CLSA LIMITED

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SIGNED by LI HANG
for and on behalf of
CLSA LIMITED

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A handwritten signature in dark ink, appearing to read 'Li Hang', is written over the closing parentheses. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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)

Liang Jin

SIGNED by Jing Jiang
for and on behalf of
HUATAI FINANCIAL HOLDINGS (HONG KONG)
LIMITED
as attorney for and on behalf of each of the other
HONG KONG UNDERWRITERS

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SIGNED by YAN MING
for and on behalf of
**GF SECURITIES (HONG KONG) BROKERAGE
LIMITED**
as attorney for and on behalf of each of the other
HONG KONG UNDERWRITERS

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