

基石投资协议

2025年 6 月 27 日

PATEO CONNECT TECHNOLOGY (SHANGHAI) CORPORATION
(博泰车联网科技(上海)股份有限公司)

及

Horizon Together Holding Ltd.

及

中国国际金融香港证券有限公司

国泰君安融资有限公司

国泰君安证券(香港)有限公司

招银国际融资有限公司

华泰金融控股(香港)有限公司

中信证券(香港)有限公司

中信里昂证券有限公司

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本协议（本“协议”）于2025年 6 月 27 日订立

订约方：

- (1) 博泰车联网科技（上海）股份有限公司（**PATEO CONNECT TECHNOLOGY (SHANGHAI) CORPORATION**），一家于中国注册成立的股份有限公司，注册地址为中国上海市虹口区东长治路866号3701室（“**本公司**”）；
- (2) **Horizon Together Holding Ltd.**，一家在开曼群岛注册成立的公司，其注册办事处位于 Suite #4-210, Governors Square, 23 Lime Tree Bay Avenue, PO Box 32311, Grand Cayman KY1-1209, Cayman Islands（“**投资者**”）；
- (3) 中国国际金融香港证券有限公司，地址为香港中环港景街1号国际金融中心一期29楼（“**CICC**”）；
- (4) 国泰君安融资有限公司，地址为香港皇后大道中181号新纪元广场低座27楼（“**国泰君安融资**”）；
- (5) 国泰君安证券（香港）有限公司，地址为香港皇后大道中181号新纪元广场低座27楼（“**国泰君安证券**”）；
- (6) 招银国际融资有限公司，地址为香港中环花园道3号冠君大厦45楼（“**CMBI**”）；
- (7) 华泰金融控股（香港）有限公司，地址为香港皇后大道中99号中环中心62楼（“**华泰**”）；
- (8) 中信证券（香港）有限公司，地址为香港金钟道88号太古广场一座18楼（“**CITIC**”）；
- (9) 中信里昂证券有限公司，地址为香港金钟道88号太古广场一座18楼（“**CLSA**”）；

CICC、国泰君安融资、CMBI、华泰及CITIC合称为“**联席保荐人**”，各自为“**联席保荐人**”；

CICC、国泰君安证券、CMBI、华泰及CLSA合称为“**整体协调人**”，各自为“**整体协调人**”。

叙文：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其H股（定义见下文）于联交所（定义见下文）上市，当中包括：
 - (i) 本公司作出的公开发售，以供香港公众认购H股股份（如招股章程（定义见下文）所述，可予重新分配）（“**香港公开发售**”）；及

- (ii) 本公司根据S规例在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的H股股份（如招股章程所述，可予重新分配且视乎超额配售权（定义见下文）行使与否而定）（“**国际发售**”）。
- (B) CICC、国泰君安融资、CMBI、华泰及CITIC担任联席保荐人；以及CICC、国泰君安证券、CMBI、华泰及CLSA担任全球发售的整体协调人及资本市场中介人。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。
- (D) 在双方达成条款和条件的共同协议的前提下，整体协调人及其他承销商（将在国际承销协议中列明）将与本公司签订关于国际发售的承销协议，以有条件地承销投资者根据本协议认购的投资者股份等事项。

兹协议如下：

1. 定义及释义

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

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

“**总投资金额**”指发售价乘以投资者股份数目之金额；

“**批准**”具有第6.2(f)条所给予的涵义；

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

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

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

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

“**交割**”指根据本协议条款和条件由投资者认购投资者股份并由本公司发行、配发、分配及/或交付（如适用）投资者股份的交割；

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

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

“关连人士 / 核心关连人士”具有《上市规则》赋予该词的涵义，复数形式的“关连人士 / 核心关连人士”须据此解释；

“关联关系”具有中国证监会备案规则赋予该词的涵义，并须据此解释；

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

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

“中国证监会”指中国证券监督管理委员会；

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

“延迟交付日期”指在香港公开发售和国际发售包销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第4.4条通知投资者的较晚日期；

就任何相关股份而言，“处置”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利，或者直接或间接、有条件或无条件设立任何产权负担或同意设立任何产权负担）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者同意或订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份之任何实益拥有权或其中任何权益，或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

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

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

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

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

“**本集团**”指本公司及其附属公司；

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

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)所给予的涵义；

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

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

“**国际发售**”具有叙文(A)所给予的涵义；

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

“**投资者相关信息**”具有第6.2(h)条所给予的涵义；

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

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

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

“上市日期”指H股首次于联交所主板上市的日期；

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

“禁售期”具有第5.1条所给予的涵义；

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

“整体协调人”具有叙文(B)所给予的涵义；

“超额配售权”具有国际发售通函所给予的涵义；

“各方”指本协议指明的各方；及在文意所需之处，“一方”指他们中的任何一方；

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

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

“专业投资者”具有《证券及期货条例》附表1第1部分所给予的涵义；

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

“招股章程”指本公司就香港公开发售拟在香港发出的最终招股章程；

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

“合格机构买家（QIB(s)）”具有叙文(A)所给予的涵义；

“S规例”指《证券法》下的S规例；

“监管机构”具有第6.2(h)条所给予的涵义；

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

“人民币”指中国的法定货币人民币；

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

“香港证监会”指香港证券及期货事务监察委员会；

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

“联交所”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的涵义；

“美国”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、规例或规则之处均包括提述：
 - (i) 根据任何法规、法定条文、规例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；

- (ii) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及
- (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“**包括**”之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

- 2.1 在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、联席保荐人及整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：
- (a) 根据和作为国际发售的一部分，通过整体协调人及 / 或其联属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将于上市日期（或延迟交付日期（如适用））按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或安排他人分配及 / 或交付（视情况而定）投资者股份；及
 - (b) 投资者将根据第4.3条就投资者股份支付总投资金额、经纪佣金和征费。
- 2.2 投资者可藉在不迟于上市日期前三（3）个营业日向本公司、联席保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(A)一名QIB或(B)(i)并非美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，但前提是：
- (a) 投资者应促使该全资附属公司于该日期向本公司、联席保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议作出的相同协议、声明、保证、承诺、承认及确认约束，以及投资者在本协议作出的协议、声明、保证、承诺、承认及确认应视为投资者为自身及代表该全资附属公司作出；及
 - (b) 投资者(i)无条件及不可撤销地向本公司、联席保荐人及整体协调人保证

该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全且有效的弥偿并使各获弥偿方获得弥偿。

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

2.3 本公司及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.4条于延迟交付日期进行。

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

3. 交割条件

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

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及前述包销协议概未被终止；
- (b) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价；
- (c) 联交所上市委员会已批准H股上市及允许买卖H股（包括投资者股份）以及授予其他适用宽免和批准（包括与投资者认购投资者股份有关的豁免和批准），有关批准、允许或宽免在H股开始于联交所买卖前未被撤销；
- (d) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承诺、承认及确认在所有方面（截至本协议签署之日），并将（截至交割及延迟交付日期（如适用））均属真实、准确和完整且不具误导性，以及投资者未违反本协议。

3.2 倘各方未能于本协议日期后一百八十（180）日（或本公司、投资者、联席保荐人及整体协调人可能书面协定的其他日期）当日或之前满足或共同宽免第3.1条所载任何条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、联席保荐人及整体协调人共同予以宽免），投资者认购及本公司及整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排他人发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付予任何其他方的任何款项将由该方在商业上实际可行的情况下尽快，且在任何情况下都不迟于本协议终止之日起的三十（30）日退还予投资者（不计利息），而本协议将告终止及失效，且本公司、联席保荐人及 / 或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免存疑，本条款不得被解释为授予投资者权利，以纠正于截至本条所述日期的期间内的任何违反投资者在本协议项下作出的声明、保证、承诺、承认及确认的行为。

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

4. 交割

4.1 在第3条及本第4条的规限下，投资者将根据国际发售及作为其中一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际包销商的国际代表的身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或于延迟交付日期按本公司及整体协调人厘定的时间及方式予以认购。

4.2 倘《上市规则》第8.08(3)条的规定（即于上市日期由公众人士持有的股份中，由本公司持股量最高的三名公众股东实益拥有的百分比，不得超过50%）无法满足，整体协调人、联席保荐人及本公司有权按其全权酌情决定调整投资者拟购买的投资者股份数目的分配，以符合《上市规则》第8.08(3)条的规定。

4.3 投资者须在上市日期上午八（8）点（香港时间）或之前按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。

4.4 倘整体协调人全权酌情厘定将于迟于上市日期的某一日期（“**延迟交付日期**”）交付全部或任何部分投资者股份，整体协调人须(i)不迟于上市日期前 两（2）个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前 两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不

得迟于可以行使超额配售权的最后日期后三（3）个营业日。整体协调人上述决定将为最终决定，并对投资者具有约束力。倘投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.3条所述就投资者股份作出支付。

- 4.5 待根据第4.3条就投资者股份如期付款后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者不迟于上市日期前两（2）个营业日或根据第4.4条厘定的延迟交付日期书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。
- 4.6 在不损害第4.4条的前提下，投资者股份的交付也可以本公司、联席保荐人、整体协调人及投资者书面约定的任何其他方式进行，但前提是无论投资者股份的交付时间及方式如何，投资者股份的支付须不迟于上市日期上午八（8）点（香港时间）进行。
- 4.7 倘未在本协议规定的时间并按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人及整体协调人各自全权酌情保留终止本协议的权利，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将告终结及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费而蒙受或招致的任何损失和损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免于承担赔偿责任并使其获得全面弥偿。
- 4.8 倘若因超出本公司、联席保荐人、整体协调人及其各自的联属人士、高级人员、董事、监事、雇员、顾问、联系人、合伙人、代理和代表（视情况而定）控制之外的情况控制，阻止或延误其履行其在本协议下的义务，则该等人士无须就任何未能或延迟履行其在本协议下的义务承担法律责任（无论是共同地或分别地），且其分别有权终止本协议，该等情况包括但不限于天灾、水灾、疾病、流行病或全球大流行病的爆发或升级，包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1流感、中东呼吸综合症、埃博拉病毒及最近的COVID-19新型冠状病毒、宣布国家、国际、区域紧急情况、灾难、危机、经济制裁、爆炸、地震、火山爆发，交通严重中断、政府运作瘫痪、公共秩序混乱、政治不稳定或威胁和敌对行动升级、战争（不论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、流行病或大流行病、爆发，罢工、停工、其他行业行动、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷、其他行业行动以及任何现有或未来法律、条例、法规、政府活动或类似的任何现有或未来行动发生改变。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者为其自身及代表投资者附属公司（当投资者附属公司持有投资者股份时）向本公司、联席保荐人及整体协调人议定、契诺并向其承诺，(a)未经本公司、联席保荐人及整体协调人各自的事先书面同意，投资者不会并将促使其联属人士不会（不论直接或间接）于上市日期起计六（6）个月期间（“**禁售期**”）内任何时间直接或间接(i)以任何方式处置任何相关股份或于持

有任何相关股份的任何公司或实体中的任何权益；(ii)允许自己在其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《收购、合并及股份回购守则》）；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；或(iv)同意或订约或公开发布有意进行(i)、(ii)及(iii)所述的任何有关交易；及(b)倘于禁售期后任何时间处置任何相关股份，投资者将确保有关处置符合所有适用法律。

5.2 在上段的规限下，本公司及整体协调人确认，于禁售期届满后，投资者可自由处置任何相关股份，前提是投资者应尽一切合理努力确保任何有关处置不会造成H股的混乱或虚假市场，其他方面亦符合所有适用法律及法规以及所有主管司法管辖区的证券交易所规则，包括但不限于《上市规则》、《公司（清盘及杂项条文）条例》、《公司条例》及《证券及期货条例》。

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

- (a) 向本公司、整体协调人及联席保荐人提供有关转让的不少于五（5）个营业日的事先书面通知，当中载有该全资附属公司的证明及有关证据，令本公司、整体协调人及联席保荐人信纳潜在承让人为本公司、整体协调人及联席保荐人可能要求的投资者的全资附属公司；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已作出第6条规定的相同承认、确认、承诺、声明及保证；
- (d) 投资者及投资者的全资附属公司须被视为他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须敦促该附属公司）立即，及无论如何不在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促使该附属公司发出书面承诺（以令他们满意的条款寄达本公司、联席保荐人及整体协调人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及
- (f) 该全资附属公司是(A)一名QIB或(B)(i)非美国人士；(ii)位于美国境外；并(iii)将根据S规例在离岸交易中收购相关股份。

- 5.4 投资者同意及承诺，除非取得本公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权在任何时候均应低于本公司全部已发行股本的10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比），且其于上市日期后12个月期间内不会成为《上市规则》所界定的本公司核心关连人士，并进一步同意及承诺，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中持有的股权总额不得致使公众人士持有的本公司证券总额（按《上市规则》规定并由联交所诠释，包括但不限于《上市规则》第8.08条）低于《上市规则》所载的规定百分比或不时经联交所批准及适用于本公司的其他百分比。投资者同意如发现上述任何情况，立即以书面形式通知本公司、整体协调人及联席保荐人。
- 5.5 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、联席保荐人及 / 或整体协调人合理请求向本公司、联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促使其控股股东、联系人及他们各自的实益拥有人均不得于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股。
- 5.6 投资者及其联属人士、董事、监事、高级人员、雇员、代理人或代表均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第4.15章）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认及承诺概无投资者或其联属人士、董事、监事、高级人员、雇员、代理人或代表已经或将要订立该等安排或协议。

6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、联席保荐人及整体协调人承认、声明、承诺、保证、同意和确认：
- (a) 本公司、联席保荐人和整体协调人各自及他们各自的联属人士、董事、监事、高级人员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，惟该背景信息及本协议所预期的各方之间的关系需经投资者同意，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；

- (c) 根据《上市规则》或FINI要求向联交所提交的与投资者相关的信息将与本公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在FINI上向整体协调人披露；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际发售的国际包销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司公司章程细则或其他组织章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能受根据《上市规则》第18项应用指引及新上市申请人指南第4.14章，在国际发售与香港公开发售之间的重新分配H股，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及 / 或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (i) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；
- (j) 如投资者依据《证券法》第144A条认购投资者股份，则投资者股份将按《证券法》第144条所界定构成“受限制证券”；
- (k) 其明白及同意，仅可(i)依据《证券法》第144条或《证券法》下其他可用豁免在美国境内转让投资者股份；或(ii)依据S规例在美国境外于“离岸交易”（定义见S规例）中转让投资者股份，且在以上情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (l) 其明白，本公司、联席保荐人和整体协调人或国际发售的任何国际包销商均未就《证券法》下第144条或用于后续再发售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (m) 除非第5.2条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；

- (n) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何附属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(n)条向其披露有关信息的人士）除以严格按需知情基准向其他获授权接收人披露外，不得向其他人士披露；及(iii)不得及将确保其获授权接收人（按照本第6.1(n)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易H股或本公司或其附属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）；
- (o) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
- (iii) 初步发售通函草案或招股章程草案或可能向投资者及 / 或其代表提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (p) 本协议整体或单独不构成在美国或于其中作出发售证券要约属非法的任何其他司法管辖区作出有关要约；
- (q) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资

者或其代理提供由投资者或代投资者要求的有关投资者股份的所有文件和信息；

- (r) 在作出投资决定时，投资者仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及 / 或整体协调人（包括其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何法律责任；
- (s) 联席保荐人、整体协调人、全球发售的其他包销商及其各自董事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (t) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (u) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或其他包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；

- (v) 其明白，投资者股份目前并无公开市场，及本公司、联席保荐人及整体协调人并未就将存在投资者股份的公开市场作出担保；
- (w) H股买卖须遵守适用法律法规，包括《证券及期货条例》、《上市规则》、《证券法》及任何其他适用法律、法规或任何主管证券交易所的相关规则下的股份买卖限制；
- (x) 若全球发售因故推迟或终止或未完成，则本公司、联席保荐人、整体协调人或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表概不对投资者或其附属公司负有任何法律责任；
- (y) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；及(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；及
- (z) 投资者已同意将于上市日期早上八（8）点（香港时间）之时或之前支付总投资金额及有关经纪佣金和征费；

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

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (e) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“批准”）均已取得及具备十足效力及作用，且并非失效、被撤回、被撤销或被搁置，投资者亦不知悉任何可能导致任何批准失效、被撤回、被撤销或被搁置的事实或情况，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、联席保荐人及整体协调人；

- (g) 投资者签订及交付本协议，及其履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者组织章程大纲及细则或其他组织章程文件或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律或(iii)分别对投资者具有约束力的任何协议或其他文书或(iv)分别对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；
- (h) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及 / 或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、联席保荐人及 / 或整体协调人提供信息（包括但不限于监管机构不时要求的：(i)投资者及其最终实益拥有人及 / 或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和注册成立地）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及 / 或(iv)投资者或其最终实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、整体协调人及其各自联属人士、董事、监事、高级人员、雇员、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和 / 或在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (i) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (j) 其是专业投资者，通过订立本协议，其并不是有关本协议下拟议交易的任何联席保荐人或整体协调人的客户；
- (k) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；
- (l) (i)如果其于美国境内认购投资者股份，则为QIB；或(ii)如果其于美国境外认购投资者股份，那么其是在S规例所指“离岸交易”中如此行事且其并非美国人士；
- (m) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投

投资者股份；

- (n) 投资者及其实益拥有人及／或联系人：(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会导致投资者或其实益拥有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港证监会颁布的《收购、合并及股份回购守则》）；(iii)具有履行本协议项下所有义务的财务能力；(iv)并非受(a)本公司任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及(v)与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、联席保荐人和整体协调人；
- (o) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (p) 投资者、其实益拥有人及／或联系人各自均非联席保荐人、整体协调人、账簿管理人、牵头经办人、全球发售的包销商或任何分销商中任何人士的“关连客户”。词语“关连客户”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (q) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“全权管理投资组合”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者、其实益拥有人及其联系人均非本公司的董事（包括在本协议日期前12个月内的董事）、监事或当前股东或其各自的紧密联系人或上述任何人士的代名人；
- (s) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所FINI获配售者名单范本所载，或FINI界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除外）；或(b)《上市规则》（包括《上市规则》第12.08A条）规定须在本公司配售结果公告中识别的任何获配售者组别；
- (t) 投资者并未且将不会与任何“分销商”（定义见S 规例）就H股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；
- (u) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）及新上市申请人指南第4.15章的条文；

- (v) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，任何一名联席保荐人或整体协调人、或全球发售的任何一名包销商的（直接或间接）融资；
- (w) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (x) 除依据本协议外，投资者或任何其联系人及实益拥有人均未申请全球发售下的任何H股或通过簿记建档过程就全球发售下的任何股份下达订单；
- (y) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；及
- (z) 除非事先以书面形式向本公司、联席保荐人和整体协调人披露，否则投资者、其实益拥有人和／或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

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

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

6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、联席保荐人、整体协调人及全球发售的其他包销商（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“**获弥偿方**”）就获弥偿方由于投资者或其的全资附属公司（该全资附属公司将持有相关股份）或其高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、

代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。

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

6.7 本公司声明、保证及承诺：

- (a) 其依据中国法律妥为注册成立及有效存续；
- (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 在第5.1条所载全额付款及禁售期的规限下，投资者股份将在按照第4.5条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的H股享有同等地位；
- (d) 本公司、其控股股东、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事、高级人员、雇员或代理人订立不符合《上市规则》（包括新上市申请人指南第4.15章）的任何协议或安排（包括任何附函）；及
- (e) 除本协议规定的外，本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.7条或第4.8条予以终止；或
- (b) 倘若投资者（或在根据第5.2条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一联席保荐人及整体协调人单方予以终止（不管本

协议中是否有任何相反规定)；或

(c) 经所有各方书面同意予以终止。

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

8. 公告及保密

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

- (a) 联交所、香港证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受之监管的其他监管机构，且投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司将发行的公开文件及本公司或代表本公司、联席保荐人及／或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及
- (c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

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

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

- 8.4 投资者承诺立即提供与制备第8.1提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、联席保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系、其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人及／或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。

9. 通知

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

若发送至本公司，则发送至：

地址： 中国上海市虹口区东长治路866号3701室
邮箱： project.optimus@pateo.com.cn
收件人： 擎天项目

若发送至投资者，则发送至：

地址： 中国北京市海淀区丰豪东路9号2号楼A座
邮箱： lei04.wang@horizon.auto
收件人： 王雷

若发送至CICC，则发送至：

地址： 香港中环港景街 1 号国际金融中心一期 29 楼
邮箱： ib_optimus2024@cicc.com.cn
收件人： 擎天项目

若发送至国泰君安融资，则发至：

地址： 香港皇后大道中 181 号新纪元广场低座 27 楼
邮箱： cf.optimus@gtjas.com.hk
传真： (852) 2509 4758
收件人： Project Optimus IBD

若发送至国泰君安证券，则发至：

地址： 香港皇后大道中 181 号新纪元广场低座 27 楼
邮箱： ecm.optimus@gtjas.com.hk
传真： (852) 2509 7791
收件人： Project Optimus ECM

若发送至CMBI，则发至：

地址： 香港中环花园道 3 号冠君大厦 45 楼
邮箱： projectoptimus2024@cmbi.com.hk, ECM@cmbi.com.hk
传真： (852) 3900 0865
收件人： Project Optimus2024

若发送至华泰，则发至：

地址： 香港中环皇后大道中 99 号中环中心 62 楼
邮箱： projectoptimus2024@htsc.com
收件人： Project Optimus Deal Team

若发送至CITIC，则发至：

地址： 香港金钟道 88 号太古广场一座 18 楼
邮箱： projectoptimus@clsa.com
传真： +852 2169 0801
收件人： 擎天项目

若发送至CLSA，则发至：

地址： 香港金钟道 88 号太古广场一座 18 楼
邮箱： projectoptimus@clsa.com
传真： +852 2169 0801
收件人： 擎天项目

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

10. 一般条款

- 10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。
- 10.2 除明显错误外，就本协议目的而言，本公司、联席保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第4.3条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。

- 10.3 本协议中规定的联席保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。联席保荐人或整体协调人对任何其他联席保荐人或整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，各联席保荐人及整体协调人应在适用法律允许的范围内有权单独或与任何其他联席保荐人或整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。
- 10.6 本协议将仅以中文订立。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易所产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 即使根据第 4 条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。
- 10.10 除投资者订立的保密协议外，本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且
 - (b) 未经第10.11(a)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各联席保荐人及整体协调人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该联席保荐人及整体协调人仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之

所有作为及不作为负责。

- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、联席保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心（“**香港国际仲裁中心**”）管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、

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

12. 豁免

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

13. 复本

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

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

博泰车联网科技（上海）股份公司
(PATEO CONNECT TECHNOLOGY (SHANGHAI) CORPORATION)

姓名：应臻恺

职务：董事会主席、执行董事及总经理



为及代表：

Horizon Together Holding Ltd.

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

姓名：余凯

职务：董事

为及代表：

中国国际金融香港证券有限公司

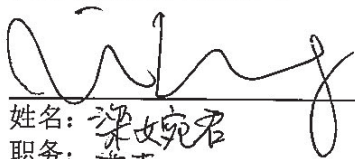


姓名：许佳

职务：董事总经理

为及代表：

国泰君安融资有限公司



姓名：梁婉容

职务：董事总经理

为及代表：

国泰君安证券（香港）有限公司



姓名：潘举鹏

职务：董事总经理

为及代表：

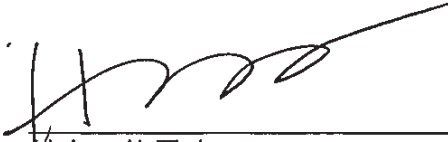
招银国际融资有限公司



姓名：马思伟
职务：董事总经理

为及代表：

招银国际融资有限公司

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

姓名：徐蜀魂

职务：执行董事

为及代表:

华泰金融控股（香港）有限公司

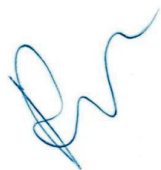
J. L. W. H.

姓名: 邬浩
职务: 执行董事

职务： 执行董事

为及代表：

中信证券（香港）有限公司

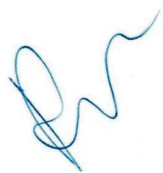


姓名：黄诗敏

职务：董事

为及代表：

中信里昂证券有限公司



姓名：黄诗敏

职务：董事

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于200,000,000人民币的港元（按照招股章程披露的人民币兑港元汇率收盘价计算）（不包括投资者就投资者股份支付的经纪佣金及征费）除以(2)发售价，向下取整至最接近每手买卖单位的股份。

根据《上市规则》第18项应用指引第4.2段、新上市申请人指南第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现招股章程中“全球发售的架构 — 香港公开发售 — 重新分配一节所载之情形，则投资者股份数目可按比例扣除以填补香港公开发售的公众人士的需求。此外，整体协调人可全权酌情调整投资者股份数目的分配，以满足(i)《上市规则》第8.08(3)条的规定，即在上市日期公众持有的股份中，三名最大公众股东实益拥有的股份不得超过50%；(ii)《上市规则》第8.08(1)(a)条的最低公众持股量规定或经联交所批准的其他规定；或(iii)《上市规则》附录F1所载配售指引的相关最低规定。

附表二

投资者详情

投资者

注册成立地：	开曼群岛
注册证书编号：	-
商业登记号码：	-
法人机构识别编码：	-
商业地址、联络电话号码及联络人：	-
主要业务：	控股公司
最终控股股东：	Horizon Robotics（100%，联交所股份代号：9660）
最终控股股东的注册地：	开曼群岛
最终控股股东的商业登记号码及法人机构识别编码：	-
最终控股股东的主要业务：	Horizon Robotics是一家由其专有软件和硬件技术赋能的市场领先的乘用车智能辅助驾驶解决方案供应商。
股东及持有之权益：	-
将纳入招股章程中的有关投资者的描述（受限于联交所及香港证监会等监管机构的审阅及修改）：	Horizon Together Holding Ltd.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 Holding Ltd.由Horizon Robotics全资拥有。Horizon Robotics为一家于联交所上市的公司（股份代号：9660），亦是一家由其专有软件和硬件技术赋能的市场领先的乘用车智能辅助驾驶解决方案供应商。
相关投资者类别（按规定载入联交所FINI承配人名单范本或FINI平台就有关配售须披露	基石投资者

基石投资协议

2025年9月17日

PATEO CONNECT TECHNOLOGY (SHANGHAI) CORPORATION
(博泰车联网科技(上海)股份有限公司)

及

JSC International Investment Fund SPC (代表独立投资组合Huangshan SP)

及

中国国际金融香港证券有限公司

国泰君安融资有限公司

国泰君安证券(香港)有限公司

招银国际融资有限公司

华泰金融控股(香港)有限公司

中信证券(香港)有限公司

中信里昂证券有限公司

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本协议（本“协议”）于2025年9月17日订立

订约方：

- (1) 博泰车联网科技（上海）股份有限公司（**PATEO CONNECT TECHNOLOGY (SHANGHAI) CORPORATION**），一家于中国注册成立的股份有限公司，注册地址为中国上海市虹口区东长治路866号3701室（“**本公司**”）；
- (2) **JSC International Investment Fund SPC**（代表独立投资组合**Huangshan SP**），一家在开曼群岛注册成立的公司，其注册办事处位于Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, PO Box 10240, Grand Cayman KY1-1002, Cayman Islands, HS-395880（“**投资者**”）；
- (3) 中国国际金融香港证券有限公司，地址为香港中环港景街1号国际金融中心一期29楼（“**CICC**”）；
- (4) 国泰君安融资有限公司，地址为香港皇后大道中181号新纪元广场低座27楼（“**国泰君安融资**”）；
- (5) 国泰君安证券（香港）有限公司，地址为香港皇后大道中181号新纪元广场低座27楼（“**国泰君安证券**”）；
- (6) 招银国际融资有限公司，地址为香港中环花园道3号冠君大厦45楼（“**CMBI**”）；
- (7) 华泰金融控股（香港）有限公司，地址为香港皇后大道中99号中环中心62楼（“**华泰**”）；
- (8) 中信证券（香港）有限公司，地址为香港金钟道88号太古广场一座18楼（“**CITIC**”）；
- (9) 中信里昂证券有限公司，地址为香港金钟道88号太古广场一座18楼（“**CLSA**”）；

CICC、国泰君安融资、CMBI、华泰及CITIC合称为“**联席保荐人**”，各自为“**联席保荐人**”；

CICC、国泰君安证券、CMBI、华泰及CLSA合称为“**整体协调人**”，各自为“**整体协调人**”。

叙文：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其H股（定义见下文）于联交所（定义见下文）上市，当中包括：
 - (i) 本公司作出的公开发售，以供香港公众认购H股股份（如招股章程（定义见下文）所述，可予重新分配）（“**香港公开发售**”）；及

- (ii) 本公司根据S规例在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的H股股份（如招股章程所述，可予重新分配且视乎超额配售权（定义见下文）行使与否而定）（“国际发售”）。
- (B) CICC、国泰君安融资、CMBI、华泰及CITIC担任联席保荐人；以及CICC、国泰君安证券、CMBI、华泰及CLSA担任全球发售的整体协调人。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

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

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

“**总投资金额**”指发售价乘以投资者股份数目之金额；

“**批准**”具有第6.2(f)条所给予的涵义；

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

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

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

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

“**交割**”指根据本协议条款和条件认购投资者股份的交割；

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

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

“关连人士 / 核心关连人士”具有《上市规则》赋予该词的涵义，复数形式的“关连人士 / 核心关连人士”须据此解释；

“关联关系”具有中国证监会备案规则赋予该词的涵义，并须据此解释；

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

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

“**中国证监会**”指中国证券监督管理委员会；

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

“**延迟交付日期**”指在香港公开发售和国际发售包销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第4.4条通知投资者的较晚日期；

就任何相关股份而言，“**处置**”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利，或者直接或间接、有条件或无条件设立任何产权负担或同意设立任何产权负担）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份之任何实益拥有权或其中任何权益，或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)至(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)至(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及“**处置**”须相应解释；

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

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

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

“**本集团**”指本公司及其附属公司；

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

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)所给予的涵义；

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

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

“**国际发售**”具有叙文(A)所给予的涵义；

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

“**投资者相关信息**”具有第6.2(h)条所给予的涵义；

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

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

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

“**上市日期**”指H股首次于联交所主板上市的日期；

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

“**禁售期**”具有第5.1条所给予的涵义；

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

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配售权**”具有国际发售通函所给予的涵义；

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

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

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

“**专业投资者**”具有《证券及期货条例》附表1第1部分所给予的涵义；

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

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

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

“**合资格机构买家（QIB(s）**”具有叙文(A)所给予的涵义；

“**S规例**”指《证券法》下的S规例；

“**监管机构**”具有第6.2(h)条所给予的涵义；

“**相关股份**”指可供投资者根据本协议认购的投资者股份，及根据任何供股、资本

化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益；

“人民币”指中国的法定货币人民币；

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

“香港证监会”指香港证券及期货事务监察委员会；

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

“联交所”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的涵义；

“美国”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、规例或规则之处均包括提述：
 - (i) 根据任何法规、法定条文、规例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；
 - (ii) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及
 - (iii) 据此作出的任何附属立法；

- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“**包括**”之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

- 2.1 在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、联席保荐人及整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：
 - (a) 根据和作为国际发售的一部分，通过整体协调人及 / 或其联属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将于上市日期（或延迟交付日期（如适用））按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或安排他人分配及 / 或交付（视情况而定）投资者股份；及
 - (b) 投资者将根据第4.3条就投资者股份支付总投资金额、经纪佣金和征费。
- 2.2 投资者可藉在不迟于上市日期前三（3）个营业日向本公司、联席保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(A)一名QIB或(B)(i)并非美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，但前提是：
 - (a) 投资者应促使该全资附属公司于该日期向本公司、联席保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议作出的相同协议、声明、保证、承诺、承认及确认约束，以及投资者在本协议作出的协议、声明、保证、承诺、承认及确认应视为投资者为自身及代表该全资附属公司作出；及
 - (b) 投资者(i)无条件及不可撤销地向本公司、联席保荐人及整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全且有效的弥偿并使各获弥偿方获得弥偿。

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

2.3 本公司及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.4条于延迟交付日期进行。

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

3. 交割条件

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

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

(b) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价；

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

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

(e) 投资者在本协议下的声明、保证、承诺、承认及确认在所有方面均属真实、准确和完整且无误导成份，以及投资者并无严重违反本协议。

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

者股份的责任将终止，且投资者根据本协议支付予任何其他方的任何款项将由该方在商业上实际可行的情况下尽快，且在任何情况下都不迟于本协议终止之日起的三十（30）日退还予投资者（不计利息），而本协议将告终止及失效，且本公司、联席保荐人及 / 或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免存疑，本条款不得被解释为授予投资者权利，以纠正于截至本条所述日期的期间内的任何违反投资者在本协议项下作出的各自的声明、保证、承诺、承认及确认的行为。

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

4. 交割

- 4.1 在第3条及本第4条的规限下，投资者将根据国际发售及作为其中一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际包销商的国际代表的身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或于延迟交付日期按本公司及整体协调人厘定的时间及方式予以认购。
- 4.2 倘《上市规则》(i) 第8.08(1)条（被第19A.13A条修订并取代）项下或联交所另行批准的最低公众持股量要求；(ii) 第8.08A条（被第19A.13C条修订并取代）项下最低自由流通量要求；(iii) 第8.08(3)条的规定（即于上市日期由公众人士持有的股份中，由本公司持股量最高的三名公众股东实益拥有的百分比，不得超过50%）及/或(iv) 《上市规则》第18项应用指引无法满足，整体协调人、联席保荐人及本公司有权按其全权酌情决定调整投资者拟购买的投资者股份数目的分配，以确保遵守《上市规则》的规定。
- 4.3 投资者须在上市日期上午八（8）点（香港时间）或之前按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.4 倘整体协调人全权酌情厘定将于迟于上市日期的某一日期（“**延迟交付日期**”）交付全部或任何部分投资者股份，整体协调人须(i)不迟于上市日期前两（2）个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于可以行使超额配售权的最后日期后三（3）个营业日。整体协调人上述决定将为最终决定，并对投资者具有约束力。倘投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.3条所述就投资者股份作出支付。

- 4.5 待根据第4.3条就投资者股份如期付款后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者不迟于上市日期前两（2）个营业日或根据第4.4条厘定的延迟交付日期书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。
- 4.6 在不损害第4.4条的前提下，投资者股份的交付也可以本公司、联席保荐人、整体协调人及投资者书面约定的任何其他方式进行，但前提是无论投资者股份的交付时间及方式如何，投资者股份的支付须不迟于上市日期上午八（8）点（香港时间）进行。
- 4.7 倘未在本协议规定的时间并按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人及整体协调人各自全权酌情保留终止本协议的权利，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将告终结及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费而蒙受或招致的任何损失和损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免于承担赔偿责任并使其获得全面弥偿。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者向本公司、联席保荐人及整体协调人议定、契诺并向其承诺，(a)未经本公司、联席保荐人及整体协调人各自的事先书面同意，投资者不会并将促使其联属人士不会（不论直接或间接）于上市日期起计六（6）个月期间（“**禁售期**”）内任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益；(ii)允许自己在其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《收购、合并及股份回购守则》）；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；或(iv)同意或订约或公开发布有意进行(i)、(ii)及(iii)所述的任何有关交易；及(b)倘于禁售期后任何时间处置任何相关股份，投资者将于建议处置前书面通知本公司、整体协调人及联席保荐人，并将确保有关处置符合所有适用法律。
- 5.2 在上段的规限下，本公司及整体协调人确认，于禁售期届满后，投资者可自由处置任何相关股份，前提是投资者应尽一切合理努力确保任何有关处置不会造成H股的混乱或虚假市场，其他方面亦符合所有适用法律及法规以及所有主管司法管辖区的证券交易所规则，包括但不限于《上市规则》、《公司（清盘及杂项条文）条例》、《公司条例》及《证券及期货条例》。
- 5.3 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：
- (a) 向本公司、整体协调人及联席保荐人提供有关转让的不少于五（5）个营业日的事先书面通知，当中载有该全资附属公司的证明及有关证据，令本公司、整体协调人及联席保荐人信纳潜在承让人为本公司、整体协调人及联席保荐人可能要求的投资者的全资附属公司；

- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
 - (c) 该全资附属公司须被视为已作出第6条规定的相同承认、确认、承诺、声明及保证；
 - (d) 投资者及投资者的全资附属公司须被视为他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
 - (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须敦促该附属公司）立即，及无论如何不再是在投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促使该附属公司发出书面承诺（以令他们满意的条款寄达本公司、联席保荐人及整体协调人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及
 - (f) 该全资附属公司是(A)一名QIB或(B)(i)非美国人士；(ii)位于美国境外；并(iii)将根据S规例在离岸交易中收购相关股份。
- 5.4 投资人同意及承诺，除非取得本公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权在任何时候均应低于本公司全部已发行股本的10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比），且其于上市日期后12个月期间内不会成为《上市规则》所界定的本公司核心关连人士，并进一步同意及承诺，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中持有的股权总额不得致使公众人士持有的本公司证券总额（按《上市规则》规定并由联交所诠释，包括但不限于《上市规则》第8.08条）低于《上市规则》所载的规定百分比或不时经联交所批准及适用于本公司的其他百分比。投资者同意如发现上述任何情况，立即以书面形式通知本公司、整体协调人及联席保荐人。
- 5.5 投资人同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、联席保荐人及 / 或整体协调人合理请求向本公司、联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促使其控股股东、联系人及他们各自的实益拥有人均不得于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股。
- 5.6 投资者及其联属人士、董事、监事、高级人员、雇员、代理人或代表均不得接

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

6. 承认、声明、承诺和保证

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

- (a) 本公司、联席保荐人和整体协调人各自及他们各自的联属人士、董事、监事、高级人员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》或FINI要求向联交所提交的与投资者相关的信息将与本公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在FINI上向整体协调人披露；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际发售的国际包销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司公司章程细则或其他组织章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能受根据《上市规则》第18项应用指引及新上市申请人指南第4.14章确保遵守《上市规则》的规定，在国际发售与香港公开发售之间的重新分配H股，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及 / 或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；

- (i) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；
- (j) 如投资者依据《证券法》第144A条认购投资者股份，则投资者股份将按《证券法》第144条所界定构成“受限制证券”；
- (k) 其明白及同意，仅可(i)依据《证券法》第144条或《证券法》下其他可用豁免在美国境内转让投资者股份；或(ii)依据S规例在美国境外于“离岸交易”（定义见S规例）中转让投资者股份，且在以上情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (l) 其明白，本公司、联席保荐人和整体协调人或国际发售的任何国际包销商均未就《证券法》下第144条或用于后续再发售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (m) 除非第5.2条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；
- (n) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(n)条向其披露有关信息的人士）除以严格按需知情基准向其他获授权接收人披露外，不得向其他人士披露；及(iii)不得及将确保其获授权接收人（按照本第6.1(n)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易H股或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）；
- (o) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，

及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：

- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
 - (iii) 初步发售通函草案或招股章程草案或可能向投资者 及 / 或其代表提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (p) 本协议整体或单独不构成在美国或于其中作出发售证券要约属非法的任何其他司法管辖区作出有关要约；
- (q) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资者股份的所有文件和信息；
- (r) 在作出投资决定时，投资者仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及 / 或整体协调人（包括其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何法律责任；
- (s) 联席保荐人、整体协调人、全球发售的其他包销商及其各自董事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及

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

- (t) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (u) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或其他包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；
- (v) 其明白，投资者股份目前并无公开市场，及本公司、联席保荐人及整体协调人并未就将存在投资者股份的公开市场作出担保；
- (w) H股买卖须遵守适用法律法规，包括《证券及期货条例》、《上市规则》、《证券法》及任何其他适用法律、法规或任何主管证券交易所的相关规则下的股份买卖限制；
- (x) 若全球发售因故推迟或终止或未完成，则本公司、联席保荐人、整体协调人或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表概不对投资者或其附属公司负有任何法律责任；
- (y) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；及(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；
- (z) 投资者已同意将于上市日期早上八（8）点（香港时间）之时或之前支付总投资金额及有关经纪佣金和征费；及
- (aa) 整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，

以符合 (i) 《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；(ii) 《上市规则》第8.08(1)条（被第19A.13A条修订并取代）规定的最低公众持股量或联交所另行批准的；(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；及 (iv) 《上市规则》第18项应用指引第3.2段所规定的须分配予配售部分的投资者（基石投资者除外）的最低股份数量要求。

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

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (e) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用，且并非失效、被撤回、被撤销或被搁置，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、联席保荐人及整体协调人；
- (g) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者组织章程大纲及细则或其他组织章程文件或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律或(iii)对投资者具有约束力的任何协议或其他文书或(iv)对投资者具有管辖权的任何有关政府部门任何裁决、命令或判令；
- (h) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及 / 或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）不时的要求在任何监管机构所规定的时限内向监管机构提供，

或促使或促致直接或间接通过本公司、联席保荐人及 / 或整体协调人提供信息（包括但不限于：(i)投资者及其最终实益拥有人及 / 或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和注册成立地）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及 / 或(iv)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、整体协调人各自及其各自联属人士、董事、监事、高级人员、雇员、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和 / 或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (i) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (j) 其常规业务为买卖股份或债权证，或其是专业投资者，通过订立本协议，其并不是有关本协议下拟议交易的任何联席保荐人或整体协调人的客户；
- (k) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；
- (l) (i)如果其于美国境内认购投资者股份，则为QIB；或(ii)如果其于美国境外认购投资者股份，那么其是在S规例所指“离岸交易”中如此行事且其并非美国人士；
- (m) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；
- (n) 投资者及其实益拥有人及 / 或联系人：(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会导致投资者或其实益拥有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港证监会颁布的《收购、合并及股份回购守则》）；(iii)具有履行本协议项下所有义务的财务能力；(iv)并非受(a)本公司任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接

或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及 (v) 与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、联席保荐人和整体协调人；

- (o) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (p) 投资者、其实益拥有人及／或联系人各自均非联席保荐人、整体协调人、账簿管理人、牵头经办人、全球发售的包销商或任何分销商中任何人士的“关连客户”。词语“关连客户”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (q) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“全权管理投资组合”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者及其实益拥有人及其联系人均非本公司的董事（包括在本协议日期前12个月内的董事）、监事或当前股东或其各自的紧密联系人或上述任何人士的代名人；
- (s) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所FINI获配售者名单范本所载，或FINI界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除外）；或(b)《上市规则》（包括《上市规则》第12.08A条）规定须在本公司配售结果公告中识别的任何获配售者组别；
- (t) 投资者并未且将不会与任何“分销商”（定义见S 规例）就 H 股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；
- (u) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）及新上市申请人指南第4.15章的条文；
- (v) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，任何一名联席保荐人或整体协调人、或全球发售的任何一名包销商的（直接或间接）融资；
- (w) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (x) 除依据本协议外，投资者或任何其联系人及实益拥有人均未申请全球发售下的任何H股或通过簿记建档过程就全球发售下的任何股份下达订单；
- (y) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；及

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

- 6.3 投资者向本公司、联席保荐人及整体协调人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和 / 或本公司、联席保荐人及整体协调人及其各自联属人士的要求提供和 / 被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性。在不损害第6.1(b)条条文的条件下，若在本公司、联席保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、联席保荐人及整体协调人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及 / 或本公司、联席保荐人及 / 或整体协调人合理要求的其他事宜的进一步的信息及 / 或证明文件，以确保其各自遵守适用法律及 / 或公司或证券登记规定及 / 或主管监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。
- 6.4 投资者明白，依据香港法律及美国证券法及其他规定须作出第6.1及6.2条所载保证、承诺、声明、确认及承认。投资者承认，本公司、联席保荐人、整体协调人及全球发售的其他包销商及其各自附属公司、代理人、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性时立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、联席保荐人、整体协调人及全球发售的其他包销商（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“**获弥偿方**”）就获弥偿方由于投资者或其的全资附属公司（该全资附属公司将持有相关股份）或其各自高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 本公司声明、保证及承诺：

- (a) 其依据中国法律妥为注册成立及有效存续；
- (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 在第5.1条所载全额付款及禁售期的规限下，投资者股份将在按照第4.5条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的H股享有同等地位；
- (d) 本公司、其控股股东、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事、高级人员、雇员或代理人订立不符合《上市规则》（包括新上市申请人指南第4.15章）的任何协议或安排（包括任何附函）；及
- (e) 除本协议规定的外，本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可：

- (a) 根据第3.2条或第4.7条予以终止；或
- (b) 倘若投资者（或在根据第5.2条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一联席保荐人及整体协调人单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

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

8. 公告及保密

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

- (a) 联交所、香港证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受之监管的其他监管机构，且投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司将发行的公开文件及本公司或代表本公司、联席保荐人及／或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及
- (c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

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

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

8.4 投资者承诺立即提供与制备第8.1提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、联席保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系、其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人及／或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。

9. 通知

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

若发送至本公司，则发送至：

地址： 中国上海市虹口区东长治路866号3701室
邮箱： project.optimus@pateo.com.cn
收件人： 擎天项目

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1号国贸三期61层
邮箱： xjs@jadespringcap.com
收件人： 肖健思

若发送至CICC，则发送至：

地址： 香港中环港景街1号国际金融中心一期29楼
邮箱： ib_optimus2024@cicc.com.cn
收件人： 擎天项目

若发送至国泰君安融资，则发至：

地址： 香港皇后大道中181号新纪元广场低座27楼
邮箱： cf.optimus@gtjas.com.hk
传真： (852) 2509 4758
收件人： Project Optimus IBD

若发送至国泰君安证券，则发至：

地址： 香港皇后大道中181号新纪元广场低座27楼
邮箱： ecm.optimus@gtjas.com.hk
传真： (852) 2509 7791
收件人： Project Optimus ECM

若发送至CMBI，则发至：

地址： 香港中环花园道3号冠君大厦45楼
邮箱： projectoptimus2024@cmbi.com.hk, ECM@cmbi.com.hk
传真： (852) 3900 0865
收件人： Project Optimus2024

若发送至华泰，则发至：

地址： 香港中环皇后大道中99号中环中心62楼
邮箱： projectoptimus2024@htsc.com

收件人： Project Optimus Deal Team

若发送至CITIC，则发至：

地址： 香港金钟道 88 号太古广场一座 18 楼
邮箱： projectoptimus@clsa.com
传真： +852 2169 0801
收件人： 擎天项目

若发送至CLSA，则发至：

地址： 香港金钟道 88 号太古广场一座 18 楼
邮箱： projectoptimus@clsa.com
传真： +852 2169 0801
收件人： 擎天项目

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

10. 一般条款

- 10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。
- 10.2 除明显错误外，就本协议目的而言，本公司、联席保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第4.3条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。
- 10.3 本协议中规定的联席保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。联席保荐人或整体协调人对任何其他联席保荐人或整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，各联席保荐人及整体协调人应在适用法律允许的范围内有权单独或与任何其他联席保荐人或整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。

- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。
- 10.6 本协议将仅以中文订立。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易所产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 即使根据第 4 条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。
- 10.10 除投资者订立的保密协议外，本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且
 - (b) 未经第10.11(a)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各联席保荐人及整体协调人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该联席保荐人及整体协调人仍须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。

- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、联席保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心（“**香港国际仲裁中心**”）管理的机构仲裁，并按照提交仲裁通知时有有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销或反申

索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃与任何此类法律程序相关的任何此类豁免并同意不以其为理由进行申辩或申索。

13. 复本

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

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

博泰车联网科技(上海)股份有限公司
(PATEO CONNECT Technology (Shanghai) Corporation)


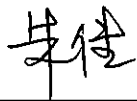


姓名：Ying Zhenkai 应臻恺
职务：执行董事兼总经理

[基石投资协议签字页]

为及代表：

JSC International Investment Fund SPC
(代表独立投资组合Huangshan SP)

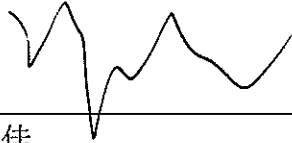


姓名：朱佳 王超

职务：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：许佳

职衔：董事总经理

为及代表

國泰君安融資有限公司

A handwritten signature in black ink, appearing to read 'Liang Wanjun', written over a horizontal line.

姓名：梁婉君

职衔：董事总经理

为及代表

國泰君安證券（香港）有限公司

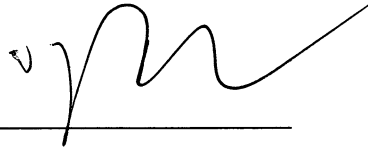


姓名：潘举鹏

职衔：董事总经理

为及代表

招銀國際融資有限公司

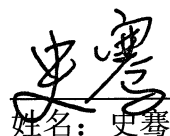
A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end, positioned above a horizontal line.

姓名：周霏

职衔：董事总经理

为及代表

招銀國際融資有限公司

A handwritten signature in black ink, appearing to be '史驀' (Shi Yao), written over a horizontal line.

姓名：史驀

职衔：执行董事

为及代表

華泰金融控股（香港）有限公司



姓名：蒋静

职衔：执行董事

为及代表

華泰金融控股（香港）有限公司

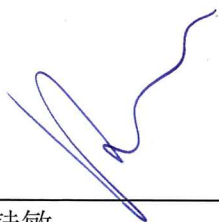
A handwritten signature in black ink, appearing to read 'H. Wu', positioned above a horizontal line.

姓名：Howard Wu

职衔：执行总经理

为及代表

中信證券（香港）有限公司

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

姓名：黃詩敏

职衔：董事

为及代表

中信證券（香港）有限公司

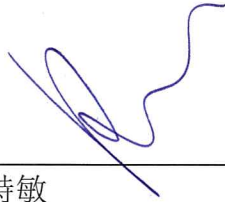
A handwritten signature in black ink, consisting of a large, stylized 'N' shape with a horizontal line extending to the right.

姓名：李响

职衔：董事总经理

为及代表

中信里昂證券有限公司



姓名：黃詩敏

职衔：董事

为及代表

中信里昂證券有限公司



姓名：李响

职衔：董事总经理

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1) 相当于190,000,000人民币的港元（按照资金出境换汇时所使用的银行实际人民币兑港币的汇率计算并确认最终的港元金额）（不包括投资者就投资者股份支付的经纪佣金及征费）除以(2)发售价，向下取整至最接近每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、新上市申请人指南第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现招股章程中“全球发售的架构 — 香港公开发售 — 重新分配一节所载之情形，则投资者股份数目可按比例扣除以填补香港公开发售的公众人士的需求。此外，整体协调人可全权酌情调整投资者股份数目的分配，以满足(i)《上市规则》第8.08(3)条的规定，即在上市日期公众持有的股份中，三名最大公众股东实益拥有的股份不得超过50%；(ii)《上市规则》第8.08(1)(a)条（被第19A.13A条修订并取代）的最低公众持股量规定或经联交所批准的其他规定；(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；(iv)《上市规则》第18项应用指引3.2段，该条款规定全球发售最初发售的股份总数的至少40%必须分配予配售部份的投资者（基石投资者除外）；或(v)《上市规则》附录F1所载配售指引的相关最低规定。

附表二

投资者详情

投资者

注册成立地：	Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, PO Box 10240, Grand Cayman KY1-1002, Cayman Islands
注册证书编号：	HS-395880
商业登记号码：	-
法人机构识别编码：	-
商业地址、联络电话号码及联络人：	-
主要业务：	-
最终控股股东：	-
最终控股股东的注册地：	-
最终控股股东的商业登记号码及法人机构识别编码：	-
最终控股股东的主要业务：	-
股东及持有之权益：	-
将纳入招股章程中的有关投资者的描述 （受限于联交所及香港证监会等监管机构的审阅及修改）：	Huangshan SP, a segregated portfolio of JSC International Investment Fund SPC, is registered as a segregated portfolio company in the Cayman Islands and it is wholly owned by JSC Zhi Lian Gao Ke (Beijing) Equity Investment Fund (璟泉智聯高科(北京)股權投資基金合夥企業(有限合夥)) (“ Zhi Lian Gao Ke ”). Huangshan Development & Investment Group Co., Ltd. (黃山市開發投資集團有限公司) is the limited partner of Zhi Lian Gao Ke, which is 90.6% owned by Huangshan Municipal Finance Bureau (黃山市財政局). Jade Spring Shancheng Management Consulting (Beijing) Co., Ltd. (璟泉善誠管理諮詢(北京)有限公司) is the general partner of Zhi Lian Gao Ke, which is ultimately controlled by Beijing Financial Holdings Group Limited (北京金融控股集團有限公司) (“ Beijing Financial Holdings ”). Beijing Financial Holdings is

indirectly wholly owned by State-owned Assets Supervision and Administration Commission of Beijing Municipal People's Government (北京市人民政府國有資產監督管理委員會). JSC International Investment Fund SPC is acting non-discretionarily for and on behalf of Huangshan SP. JSC International Investment Fund SPC is ultimately controlled by Beijing Financial Holdings.

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

基石投资者

¹

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

基石投资协议

2025年9月17日

PATEO CONNECT TECHNOLOGY (SHANGHAI) CORPORATION
(博泰车联网科技(上海)股份有限公司)

及

Smart Ventures Limited

及

中国国际金融香港证券有限公司

国泰君安融资有限公司

国泰君安证券(香港)有限公司

招银国际融资有限公司

华泰金融控股(香港)有限公司

中信证券(香港)有限公司

中信里昂证券有限公司

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本协议（本“协议”）于2025年9月17日订立

订约方：

- (1) 博泰车联网科技（上海）股份有限公司（**PATEO CONNECT TECHNOLOGY (SHANGHAI) CORPORATION**），一家于中国注册成立的股份有限公司，注册地址为中国上海市虹口区东长治路866号3701室（“**本公司**”）；
- (2) **Smart Ventures Limited**，一家在 British Virgin Islands 注册成立的公司，其注册办事处位于 Sea Meadow House, (P.O. Box 116), Road Town, Tortola, British Virgin Islands（“**投资者**”）；
- (3) 中国国际金融香港证券有限公司，地址为香港中环港景街1号国际金融中心一期29楼（“**CICC**”）；
- (4) 国泰君安融资有限公司，地址为香港皇后大道中181号新纪元广场低座27楼（“**国泰君安融资**”）；
- (5) 国泰君安证券（香港）有限公司，地址为香港皇后大道中181号新纪元广场低座27楼（“**国泰君安证券**”）；
- (6) 招银国际融资有限公司，地址为香港中环花园道3号冠君大厦45楼（“**CMBI**”）；
- (7) 华泰金融控股（香港）有限公司，地址为香港皇后大道中99号中环中心62楼（“**华泰**”）；
- (8) 中信证券（香港）有限公司，地址为香港金钟道88号太古广场一座18楼（“**CITIC**”）；
- (9) 中信里昂证券有限公司，地址为香港金钟道88号太古广场一座18楼（“**CLSA**”）；

CICC、国泰君安融资、CMBI、华泰及CITIC合称为“**联席保荐人**”，各自为“**联席保荐人**”；

CICC、国泰君安证券、CMBI、华泰及CLSA合称为“**整体协调人**”，各自为“**整体协调人**”。

叙文：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其H股（定义见下文）于联交所（定义见下文）上市，当中包括：
 - (i) 本公司作出的公开发售，以供香港公众认购H股（如招股章程（定义见下文）所述，可予重新分配）（“**香港公开发售**”）；及

- (ii) 本公司根据S规例在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的H股（如招股章程所述，可予重新分配且视乎超额配售权（定义见下文）行使与否而定）（“**国际发售**”）。
- (B) CICC、国泰君安融资、CMBI、华泰及CITIC担任联席保荐人；以及CICC、国泰君安证券、CMBI、华泰及CLSA担任全球发售的整体协调人及资本市场中介人。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。
- (D) 在双方达成条款和条件的共同协议的前提下，整体协调人及其他承销商（将在国际承销协议中列明）将与本公司签订关于国际发售的承销协议，以有条件地承销投资者根据本协议认购的投资者股份等事项。

兹协议如下：

1. 定义及释义

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

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

“**总投资金额**”指发售价乘以投资者股份数目之金额；

“**批准**”具有第6.2(f)条所给予的涵义；

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

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

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

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

“**交割**”指根据本协议条款和条件由投资者认购投资者股份并由本公司发行、配发、

分配及/或交付（如适用）投资者股份的交割；

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

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

“**关连人士 / 核心关连人士**”具有《上市规则》赋予该词的涵义，复数形式的“**关连人士 / 核心关连人士**”须据此解释；

“**关联关系**”具有中国证监会备案规则赋予该词的涵义，并须据此解释；

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

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

“**中国证监会**”指中国证券监督管理委员会；

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

“**延迟交付日期**”指在香港公开发售和国际发售包销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第4.4条通知投资者的较晚日期；

就任何相关股份而言，“**处置**”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利，或者直接或间接、有条件或无条件设立任何产权负担或同意设立任何产权负担）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者同意或订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份之任何实益拥有权或其中任何权益，或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

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

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

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

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

“**本集团**”指本公司及其附属公司；

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

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)所给予的涵义；

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

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

“**国际发售**”具有叙文(A)所给予的涵义；

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

“**投资者相关信息**”具有第6.2(h)条所给予的涵义；

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

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

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

“**上市日期**”指H股首次于联交所主板上市的日期；

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

“**禁售期**”具有第5.1条所给予的涵义；

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

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配售权**”具有国际发售通函所给予的涵义；

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

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

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

“**专业投资者**”具有《证券及期货条例》附表1第1部分所给予的涵义；

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

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

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

“**合资格机构买家（QIB(s）**”具有叙文(A)所给予的涵义；

“**S规例**”指《证券法》下的S规例；

“监管机构”具有第6.2(h)条所给予的涵义；

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

“人民币”指中国的法定货币人民币；

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

“香港证监会”指香港证券及期货事务监察委员会；

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

“联交所”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的涵义；

“美国”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、规例或规则之处均包括提述：
 - (i) 根据任何法规、法定条文、规例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；

- (ii) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及
- (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“**人士**”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“**包括**”之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

- 2.1 在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、联席保荐人及整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：
- (a) 根据和作为国际发售的一部分，通过整体协调人及 / 或其联属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将于上市日期（或延迟交付日期（如适用））按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或安排他人分配及 / 或交付（视情况而定）投资者股份；及
 - (b) 投资者将根据第4.3条就投资者股份支付总投资金额、经纪佣金和征费。
- 2.2 投资者可藉在不迟于上市日期前三（3）个营业日向本公司、联席保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(A)一名QIB或(B)(i)并非美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，但前提是：
- (a) 投资者应促使该全资附属公司于该日期向本公司、联席保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议作出的相同协议、声明、保证、承诺、承认及确认约束，以及投资者在本协议作出的协议、声明、保证、承诺、承认及确认应视为投资者为自身及代表该全资附属公司作出；及

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

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

- 2.3 本公司及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.4条于延迟交付日期进行。
- 2.4 本公司及整体协调人（代表他们自身和全球发售包销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者具有约束力。

3. 交割条件

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

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及前述包销协议概未被终止；
- (b) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价；
- (c) 联交所上市委员会已批准H股上市及允许买卖H股（包括投资者股份）以及授予其他适用宽免和批准（包括与投资者认购投资者股份有关的豁免和批准），有关批准、允许或宽免在H股开始于联交所买卖前未被撤销；
- (d) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承诺、承认及确认在所有方面（截至本协议签署之日），并将（截至交割及延迟交付日期）均属真实、准确和完整且不具误导性，以及投资者未违反本协议。

- 3.2 倘各方未能于本协议日期后一百八十（180）日（或本公司、投资者、联席保荐人及整体协调人可能书面协定的其他日期）当日或之前满足或共同宽免第3.1条所载任何条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、联席保荐人及整体协调人共同予以宽免），投资者认购及本公司及整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排他人发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付予任何其他方的任何款项将由该方在商业上实际可行的情况下尽快，且在任何情况下都不迟于本协议终止之日起的三十（30）日退还予投资者（不计利息），而本协议将告终止及失效，且本公司、联席保荐人及 / 或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免存疑，本条款不得被解释为授予投资者权利，以纠正于截至本条所述日期的期间内的任何违反投资者在本协议项下作出的声明、保证、承诺、承认及确认的行为。
- 3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将位于公开文件列明的指示区间内，而倘全球发售在拟定日期及时间前基于任何原因而延迟或终止、没有落实进行或未完成或根本无法完成，或倘发售价未位于公开文件列明的指示区间内，则本公司、联席保荐人及整体协调人对投资者概不承担任何责任。投资者谨此放弃由于全球发售在拟定日期及时间前基于任何原因而推迟或终止、没有落实进行或未完成或根本无法完成或倘发售价未位于公开文件列明的指示区间内，而向本公司、联席保荐人及 / 或整体协调人或其各自的联属人士、高级人员、董事、监事、雇员、职员、顾问、联系人、合伙人、代理人及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 在第3条及本第4条的规限下，投资者将根据国际发售及作为其中一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际包销商的国际代表的身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或于延迟交付日期按本公司及整体协调人厘定的时间及方式予以认购。
- 4.2 倘《上市规则》(i) 第8.08(1)条（被第19A.13A条修订并取代）项下或联交所另行批准的最低公众持股量要求；(ii) 第8.08A条（被第19A.13C条修订并取代）项下最低自由流通量要求；(iii) 第8.08(3)条的规定（即于上市日期由公众人士持有的股份中，由本公司持股量最高的三名公众股东实益拥有的百分比，不得超过50%）及/或(iv) 上市规则第18项应用指引无法满足，整体协调人、联席保荐人及本公司有权按其全权酌情决定调整投资者拟购买的投资者股份数目的分配，以确保遵守《上市规则》的规定。
- 4.3 投资者须在上市日期上午八（8）点（香港时间）或之前按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。

- 4.4 倘整体协调人全权酌情厘定将于迟于上市日期的某一日期（“**延迟交付日期**”）交付全部或任何部分投资者股份，整体协调人须(i)不迟于上市日期前两（2）个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于可以行使超额配售权的最后日期后三（3）个营业日。整体协调人上述决定将为最终决定，并对投资者具有约束力。倘投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.3条所述就投资者股份作出支付。
- 4.5 待根据第4.3条就投资者股份如期付款后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者不迟于上市日期前两（2）个营业日或根据第4.4条厘定的延迟交付日期书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。
- 4.6 在不损害第4.4条的前提下，投资者股份的交付也可以本公司、联席保荐人、整体协调人及投资者书面协定的任何其他方式进行，但前提是无论投资者股份的交付时间及方式如何，投资者股份的支付须不迟于上市日期上午八（8）点（香港时间）进行。
- 4.7 倘未在本协议规定的时间并按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人及整体协调人各自全权酌情保留终止本协议的权利，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将告终结及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费而蒙受或招致的任何损失和损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免于承担赔偿责任并使其获得全面弥偿。
- 4.8 倘若因超出本公司、联席保荐人、整体协调人及其各自的联属人士、高级人员、董事、监事、雇员、顾问、联系人、合伙人、代理和代表（视情况而定）控制之外的情况控制，阻止或延误其履行其在本协议下的义务，则该等人士无须就任何未能或延迟履行其在本协议下的义务承担法律责任（无论是共同地或分别地），且其分别有权终止本协议，该等情况包括但不限于天灾、水灾、疾病、流行病或全球大流行病的爆发或升级，包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1流感、中东呼吸综合症、埃博拉病毒及最近的COVID-19新型冠状病毒、宣布国家、国际、区域紧急情况、灾难、危机、经济制裁、爆炸、地震、火山爆发，交通严重中断、政府运作瘫痪、公共秩序混乱、政治不稳定或威胁和敌对行动升级、战争（不论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、流行病或大流行病、爆发，罢工、停工、其他行业行动、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷、其他行业行动以及任何现有或未来法律、条例、法规、政府活动或类似的任何现有或未来行动发生改变。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者为其自身及代表投资者附属公司（当投资者附属公

司持有投资者股份时)向本公司、联席保荐人及整体协调人议定、契诺并向其承诺, (a)未经本公司、联席保荐人及整体协调人各自的事先书面同意, 投资者不会并将促使其联属人士不会(不论直接或间接)于上市日期起计六(6)个月期间(“**禁售期**”)内任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益; (ii)允许自己在其最终实益拥有人层面发生控制权变更(定义见香港证监会颁布的《收购、合并及股份回购守则》); (iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易; 或(iv)同意或订约或公开发布有意进行(i)、(ii)及(iii)所述的任何有关交易; 及(b)倘于禁售期后任何时间处置任何相关股份, 投资者将于建议处置前书面通知本公司、整体协调人及联席保荐人, 并将确保有关处置符合所有适用法律。

5.2 在上段的规限下, 本公司及整体协调人确认, 于禁售期届满后, 投资者可自由处置任何相关股份, 前提是投资者应尽一切合理努力确保任何有关处置不会造成H股的混乱或虚假市场, 其他方面亦符合所有适用法律及法规以及所有主管司法管辖区的证券交易所规则, 包括但不限于《上市规则》、《公司(清盘及杂项条文)条例》、《公司条例》及《证券及期货条例》。

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

- (a) 向本公司、整体协调人及联席保荐人提供有关转让的不少于五(5)个营业日的事先书面通知, 当中载有该全资附属公司的证明及有关证据, 令本公司、整体协调人及联席保荐人信纳潜在承让人为本公司、整体协调人及联席保荐人可能要求的投资者的全资附属公司;
- (b) 在进行该转让之前, 该全资附属公司给予书面承诺(寄至本公司、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人)同意, 且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束, 包括本第5条对投资者施加的限制, 犹如该全资附属公司自身受该等义务及限制的规限;
- (c) 该全资附属公司须被视为已作出第6条规定的相同承认、确认、承诺、声明及保证;
- (d) 投资者及投资者的全资附属公司须被视为他们所持有的所有相关股份的投资者, 并共同及各别地承担本协议订明的所有法律责任及义务;
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司, 则其须(及投资者须敦促该附属公司)立即, 及无论如何不再在不再是投资者的全资附属公司之前, 完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司, 该其他全资附属公司须或投资者须促致该附属公司发出书面承诺(以令他们满意的条款寄达本公司、联席保荐人及整体协调人及以他们为受益人), 表明其同意受投资者在本协议项下的义务约束, 包括本第5条所载对投资者施以的限制, 及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证, 犹如该全资附属公司自身受限于该等义务及限制, 并须共同及个别承担本协议项下所有责任及义务; 及

(f) 该全资附属公司是(A)一名QIB或(B)(i)非美国人士；(ii)位于美国境外；并(iii)将根据S规例在离岸交易中收购相关股份。

- 5.4 投资者同意及承诺，除非取得本公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权在任何时候均应低于本公司全部已发行股本的10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比），且其于上市日期后12个月期间内不会成为《上市规则》所界定的本公司核心关连人士，并进一步同意及承诺，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中持有的股权总额不得致使公众人士持有的本公司证券总额（按《上市规则》规定并由联交所诠释，包括但不限于《上市规则》第8.08条）低于《上市规则》所载的规定百分比或不时经联交所批准及适用于本公司的其他百分比。投资者同意如发现上述任何情况，立即以书面形式通知本公司、整体协调人及联席保荐人。
- 5.5 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、联席保荐人及 / 或整体协调人合理请求向本公司、联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联系人及实益拥有人均不得于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股。
- 5.6 投资者及其联属人士、董事、监事、高级人员、雇员、代理人或代表均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第4.15章）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认及承诺概无投资者或其联属人士、董事、监事、高级人员、雇员、代理人或代表已经或将要订立该等安排或协议。

6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、联席保荐人及整体协调人承认、声明、承诺、保证、同意和确认：
- (a) 本公司、联席保荐人和整体协调人各自及他们各自的联属人士、董事、监事、高级人员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；

- (c) 根据《上市规则》或FINI要求向联交所提交的与投资者相关的信息将与本公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在FINI上向整体协调人披露；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际发售的国际包销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司公司章程细则或其他组织章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能受根据《上市规则》第18项应用指引及新上市申请人指南第4.14章及《上市规则》附录F1载的配售指引，在国际发售与香港公开发售之间的重新分配H股，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及 / 或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (i) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；
- (j) 如投资者依据《证券法》第144A条认购投资者股份，则投资者股份将按《证券法》第144条所界定构成“受限制证券”；
- (k) 其明白及同意，仅可(i)依据《证券法》第144条或《证券法》下其他可用豁免在美国境内转让投资者股份；或(ii)依据S规例在美国境外于“离岸交易”（定义见S规例）中转让投资者股份，且在以上情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (l) 其明白，本公司、联席保荐人和整体协调人或国际发售的任何国际包销商均未就《证券法》下第144条或用于后续再发售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (m) 除非第5.2条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本

协议的条款及条件；

- (n) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：
 - (i) 在有关信息因投资者或其任何附属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；
 - (ii) 尽力确保其获授权接收人（按照本第6.1(n)条向其披露有关信息的人士）除以严格按需知情基准向其他获授权接收人披露外，不得向其他人士披露；及
 - (iii) 不得及将确保其获授权接收人（按照本第6.1(n)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易H股或本公司或其附属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）；
- (o) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
 - (iii) 初步发售通函草案或招股章程草案或可能向投资者及 / 或其代表提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (p) 本协议整体或单独不构成在美国或于其中作出发售证券要约属非法的任何其他司法管辖区作出有关要约；
- (q) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险必

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

- (r) 在作出投资决定时，投资者仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及 / 或整体协调人（包括其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何法律责任；
- (s) 联席保荐人、整体协调人、全球发售的其他包销商及其各自董事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (t) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (u) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或其他包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；

- (v) 其明白，投资者股份目前并无公开市场，及本公司、联席保荐人及整体协调人并未就将存在投资者股份的公开市场作出担保；
- (w) H股买卖须遵守适用法律法规，包括《证券及期货条例》、《上市规则》、《证券法》及任何其他适用法律、法规或任何主管证券交易所的相关规则下的股份买卖限制；
- (x) 若全球发售因故推迟或终止或未完成，则本公司、联席保荐人、整体协调人或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表概不对投资者或其附属公司负有任何法律责任；
- (y) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；及(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；
- (z) 投资者已同意将于上市日期早上八（8）点（香港时间）之时或之前支付总投资金额及有关经纪佣金和征费；及
- (aa) 整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合（i）《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；（ii）《上市规则》第8.08(1)条（被第19A.13A条修订并取代）规定的最低公众持股量或联交所另行批准的；（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；及（iv）《上市规则》第18项应用指引第3.2段所规定的须分配予配售部分的投资者（基石投资者除外）的最低股份数量要求。

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

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (e) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用，且并非失效、被撤回、被撤销或被搁置，投资者亦不知悉任何可能导致任何批准失效、被撤回、被撤销或被搁置的事实或情况，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、联席保荐人及整体协调人；
- (g) 投资者签立及交付本协议，及其履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程大纲及细则或其他组织章程文件或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式适用于投资者的法律或(iii)对投资者具有约束力的任何协议或其他文书或(iv)对投资者具有管辖权的任何有关政府部门任何裁决、命令或判令；
- (h) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及 / 或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、联席保荐人及 / 或整体协调人提供信息（包括但不限于：(i)投资者及其最终实益拥有人及 / 或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和注册成立地）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及 / 或(iv)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、整体协调人各自及其各自附属人士、董事、监事、高级人员、雇员、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和 / 或在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (i) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (j) 其常规业务为买卖股份或债权证，或是专业投资者，通过订立本协议，其并不是有关本协议下拟议交易的任何联席保荐人或整体协调人的客户；
- (k) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者

股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；

- (l) (i)如果其于美国境内认购投资者股份，则为QIB；或(ii)如果其于美国境外认购投资者股份，那么其是在S规例所指“离岸交易”中如此行事且其并非美国人士；
- (m) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；
- (n) 投资者及其实益拥有人及／或联系人：(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会导致投资者或其实益拥有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港证监会颁布的《收购、合并及股份回购守则》）；(iii)具有履行本协议项下所有义务的财务能力；(iv)并非受(a)本公司任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及(v)与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、联席保荐人和整体协调人；
- (o) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (p) 投资者、其实益拥有人及／或联系人各自均非联席保荐人、整体协调人、账簿管理人、牵头经办人、全球发售的包销商或任何分销商中任何人士的“关连客户”。词语“关连客户”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (q) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“全权管理投资组合”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者、其实益拥有人及其联系人均非本公司的董事（包括在本协议日期前12个月内的董事）、监事或当前股东或其各自的紧密联系人或上述任何人士的代名人；
- (s) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所FINI获配售者名单范本所载，或FINI界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除

外)；或(b)《上市规则》(包括《上市规则》第12.08A条)规定须在本公司配售结果公告中识别的任何获配售者组别；

- (t) 投资者并未且将不会与任何“分销商”(定义见S 规例)就H股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；
- (u) 认购投资者股份将遵守《上市规则》附录F1(《股本证券的配售指引》)及新上市申请人指南第4.15章的条文；
- (v) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，任何一名联席保荐人或整体协调人、或全球发售的任何一名包销商的(直接或间接)融资；
- (w) 投资者及其各联系人(如有)独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (x) 除依据本协议外，投资者或任何其联系人及实益拥有人均未申请全球发售下的任何H股或通过簿记建档过程就全球发售下的任何股份下达订单；
- (y) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；
- (z) 除非事先以书面形式向本公司、联席保荐人和整体协调人披露，否则投资者、其实益拥有人和／或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；

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

6.4 投资者明白，依据香港法律及美国证券法及其他规定须作出第6.1及6.2条所载保证、承诺、声明、确认及承认。投资者承认，本公司、联席保荐人、整体协调人及全球发售的其他包销商及其各自附属公司、代理人、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完

整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性时立即书面通知本公司、联席保荐人及整体协调人。

- 6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、联席保荐人、整体协调人及全球发售的其他包销商（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“**获弥偿方**”）就获弥偿方由于投资者或其的全资附属公司（该全资附属公司将持有相关股份）或其各自高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及交割及延迟交付日期（如适用）重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
 - (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
 - (c) 在第5.1条所载全额付款及禁售期的规限下，投资者股份将在按照第4.5条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的H股享有同等地位；
 - (d) 本公司、其控股股东、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事、高级人员、雇员或代理人订立不符合《上市规则》（包括新上市申请人指南第4.15章）的任何协议或安排（包括任何附函）；及
 - (e) 除本协议规定的外，本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.7条或第4.8条予以终止；或
- (b) 倘若投资者（或在根据第5.2条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一联席保荐人及整体协调人单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

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

8. 公告及保密

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

- (a) 联交所、香港证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受之监管的其他监管机构，且投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司将发行的公开文件及本公司或代表本公司、联席保荐人及／或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及
- (c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，

但投资者已经提前咨询本公司、联席保荐人及整体协调人已就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第8.1提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、联席保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系、其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人及／或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。

9. 通知

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

若发送至本公司，则发送至：

地址： 中国上海市虹口区东长治路866号3701室
邮箱： project.optimus@pateo.com.cn
收件人： 擎天项目

若发送至投资者，则发送至：

地址： 22/F, On Hong Commercial Building, 145 Hennessy Road, Wanchai, Hong Kong
邮箱： contact.smart.ventures@gmail.com
收件人： 张剑洪

若发送至CICC，则发送至：

地址： 香港中环港景街1号国际金融中心一期29楼
邮箱： ib_optimus2024@cicc.com.cn
收件人： 擎天项目

若发送至国泰君安融资，则发至：

地址： 香港皇后大道中181号新纪元广场低座27楼

邮箱： cf.optimus@gtjas.com.hk
传真： +852 2509 4758
收件人： Project Optimus IBD

若发送至国泰君安证券，则发至：

地址： 香港皇后大道中 181 号新纪元广场低座 27 楼
邮箱： ecm.optimus@gtjas.com.hk
传真： +852 2509 7791
收件人： Project Optimus ECM

若发送至CMBI，则发至：

地址： 香港中环花园道 3 号冠君大厦 45 楼
邮箱： projectoptimus2024@cmbi.com.hk, ECM@cmbi.com.hk
传真： +852 3900 0865
收件人： Project Optimus2024

若发送至华泰，则发至：

地址： 香港中环皇后大道中 99 号中环中心 62 楼
邮箱： projectoptimus2024@htsc.com
收件人： Project Optimus Deal Team

若发送至CITIC，则发至：

地址： 香港金钟道 88 号太古广场一座 18 楼
邮箱： projectoptimus@clsa.com
传真： +852 2169 0801
收件人： 擎天项目

若发送至CLSA，则发至：

地址： 香港金钟道 88 号太古广场一座 18 楼
邮箱： projectoptimus@clsa.com
传真： +852 2169 0801
收件人： 擎天项目

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

10. 一般条款

- 10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。
- 10.2 除明显错误外，就本协议目的而言，本公司、联席保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第4.3条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。
- 10.3 本协议中规定的联席保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。联席保荐人或整体协调人对任何其他联席保荐人或整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，各联席保荐人及整体协调人应在适用法律允许的范围内有权单独或与任何其他联席保荐人或整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。
- 10.6 本协议将仅以中文签立。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易所产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 即使根据第 4条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。
- 10.10 除投资者订立的保密协议外，本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：

- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且
- (b) 未经第 10.11(a) 分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各联席保荐人及整体协调人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该联席保荐人及整体协调人仍须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
- (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、联席保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心（“**香港国际仲裁中心**”）管理的机构仲裁，并按照提交仲裁通知时有有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

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

13. 法律程序文件代理

13.1 投资者不可撤销地委任在香港湾仔港湾道30号新鸿基中心50楼5018室的星耀瑞通香港有限公司为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否被转寄至投资者且是否被投资者收到）。

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

14. 复本

14.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签立。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真

递送的本协议已签立复本的签署页是有效的递送方式。

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

博泰车联网科技(上海)股份有限公司
(PATEO CONNECT Technology (Shanghai) Corporation)



姓名：Ying Zhenkai 应臻恺
职务：执行董事兼总经理

[基石投资协议签字页]

为及代表:

Smart Ventures Limited

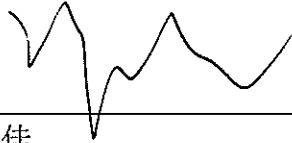
ZHANG JIAHONG

姓名: 张剑洪

职务: 董事

为及代表

中国国际金融香港证券有限公司



姓名：许佳

职衔：董事总经理

为及代表

國泰君安融資有限公司

A handwritten signature in black ink, appearing to read 'Liang Wanjun', is written over a horizontal line.

姓名：梁婉君

职衔：董事总经理

为及代表

國泰君安證券（香港）有限公司

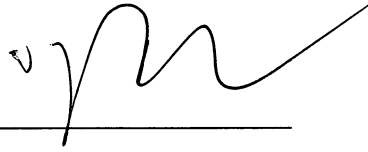


姓名：潘举鹏

职衔：董事总经理

为及代表

招銀國際融資有限公司

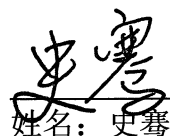
A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end, positioned above a horizontal line.

姓名：周霏

职衔：董事总经理

为及代表

招銀國際融資有限公司

A handwritten signature in black ink, appearing to be the Chinese characters '史驀' (Shi Yao), written over a horizontal line.

姓名：史驀

职衔：执行董事

为及代表

華泰金融控股（香港）有限公司



姓名：蒋静

职衔：执行董事

为及代表

華泰金融控股（香港）有限公司

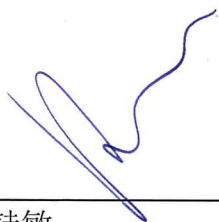
A handwritten signature in black ink, appearing to read 'H. Wu', positioned above a horizontal line.

姓名：Howard Wu

职衔：执行总经理

为及代表

中信證券（香港）有限公司

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

姓名：黃詩敏

职衔：董事

为及代表

中信證券（香港）有限公司

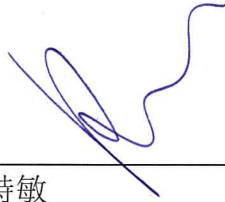
A handwritten signature in black ink, consisting of a large, stylized 'N' shape with a horizontal line extending to the right.

姓名：李响

职衔：董事总经理

为及代表

中信里昂證券有限公司



姓名：黃詩敏

职衔：董事

为及代表

中信里昂證券有限公司



姓名：李响

职衔：董事总经理

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1) 相当于 5,000,000 美元的港元（按照招股章程披露的美元兑港元汇率收盘价计算）（不包括投资者就投资者股份支付的经纪佣金及征费）除以(2) 发售价，向下取整至最接近每手买卖单位的股份。

根据《上市规则》第18项应用指引第4.2段、新上市申请人指南第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现招股章程中“全球发售的架构 — 香港公开发售 — 重新分配一节所载之情形，则投资者股份数目可按比例扣除以填补香港公开发售的公众人士的需求。此外，整体协调人可全权酌情调整投资者股份数目的分配，以满足(i)《上市规则》第8.08(3)条的规定，即在上市日期公众持有的股份中，三名最大公众股东实益拥有的股份不得超过50%；(ii)《上市规则》第8.08(1)(a)条（被第19A.13A条修订并取代）的最低公众持股量规定或经联交所批准的其他规定；(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；(iv)《上市规则》第18项应用指引3.2段，该条款规定全球发售最初发售的股份总数的至少40%必须分配予配售部份的投资者（基石投资者除外）；或(v)《上市规则》附录F1所载配售指引的相关最低规定。

附表二

投资者详情

Smart Ventures Limited

注册成立地：	British Virgin Islands
注册证书编号：	2144126
商业登记号码：	N/A
法人机构识别编码：	N/A
商业地址、联络电话号码及联络人：	22/F, On Hong Commercial Building, 145 Hennessy Road, Wanchai, Hong Kong +852 92476176 张剑洪
主要业务：	投资
最终控股股东：	高可闻
最终控股股东的注册地：	N/A
最终控股股东的商业登记号码及法人机构识别编码：	N/A
最终控股股东的主要业务：	N/A
股东及持有之权益：	100%
将纳入招股章程中的有关投资者的描述 （受限于联交所及香港证监会等监管机构的审阅及修改）：	Smart Ventures Limited (“SV”) is a limited liability company incorporated in the British Virgin Islands. SV is primarily engaged in research-driven investments across three core sectors: technology, healthcare, and consumer, and also provides strategic business advisory services to corporate clients globally. Its investment scope includes listed companies, with selective participation in high-growth private equity opportunities. SV’s representative portfolio companies include Ab&B Bio-Tech CO., LTD. JS (江蘇中慧元通生物科技股份有限公司, stock code: 2627) (healthcare–innovative vaccines) and SICC Co., Ltd. (山東天岳先進科技股份有限公司, stock code: 2631) (compound semiconductors). SV is wholly owned and managed by Mr. Gao

Kewen (高可聞), its chairman and ultimate beneficial owner, who is an independent third party. Separately, Mr. Edwin Wing Shun Kwok (郭永淳), who has extensive experience in corporate management and investment management, serves as an advisor to SV.

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

基石投资者
独立定价投资者¹

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

Dated September 19 2025

PATEO CONNECT TECHNOLOGY (SHANGHAI) CORPORATION
(博泰車聯網科技(上海)股份有限公司)

THE CONTROLLING SHAREHOLDERS
(whose names appear in SCHEDULE 5)

CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG
SECURITIES LIMITED

GUOTAI JUNAN CAPITAL LIMITED

GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED

CMB INTERNATIONAL CAPITAL LIMITED

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

CITIC SECURITIES (HONG KONG) LIMITED

CLSA LIMITED

and

THE HONG KONG UNDERWRITERS
(whose names appear in SCHEDULE 1)

HONG KONG UNDERWRITING
AGREEMENT

relating to a public offering in Hong Kong of
initially 1,043,700 H Shares of
RMB1.00 nominal value each in the capital of
PATEO CONNECT TECHNOLOGY (SHANGHAI) CORPORATION
(博泰車聯網科技(上海)股份有限公司),
being part of a global offering of initially
10,436,900 H Shares

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THIS AGREEMENT is made on September 19, 2025

BETWEEN:

- (1) **PATEO CONNECT TECHNOLOGY (SHANGHAI) CORPORATION** (博泰車聯網科技(上海)股份有限公司), a joint stock company incorporated in the People's Republic of China with limited liability having its registered office at Room 3701, 866 East Changzhi Road, Hongkou District, Shanghai, PRC (the "**Company**");
- (2) **THE CONTROLLING SHAREHOLDERS**, whose names and addresses are set out in **SCHEDULE 5** (the "**Controlling Shareholders**");
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** whose registered office is at 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong ("**CICC**");
- (4) **GUOTAI JUNAN CAPITAL LIMITED** whose registered office is at 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong ("**GTJAC**");
- (5) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** whose registered office is at 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong ("**GTJAS**", together with GTJAC, "**GTJA**");
- (6) **CMB INTERNATIONAL CAPITAL LIMITED** whose registered office is at 45th Floor, Champion Tower, 3 Garden Road, Central, Hong Kong ("**CMBI**"); and
- (7) **HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED** whose registered office is at 62/F, The Center, 99 Queen's Road Central, Hong Kong ("**Huatai**"); and
- (8) **CITIC SECURITIES (HONG KONG) LIMITED** whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CITIC Securities**"); and
- (9) **CLSA LIMITED** whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**"); and
- (10) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in **SCHEDULE 1** (the "**Hong Kong Underwriters**" and a "**Hong Kong Underwriter**" means any one of them).

RECITALS:

- (A) The predecessor of the Company, Shanghai Botai Yuezhen Electronic Equipment Manufacturing Co., Ltd. (上海博泰悅臻電子設備製造有限公司) was established in October 2009. On December 2, 2021, the Company was

converted into a joint stock limited liability company with its corporate name changed to PATEO CONNECT Technology (Shanghai) Corporation (博泰車聯網科技(上海)股份有限公司). As of the date of this agreement, the registered capital of the Company was RMB139,554,349, divided into 139,554,349 Shares, with a nominal value of RMB1.00 each.

- (B) As of the date hereof, Ying Zhenkai (應臻愷) ("**Mr. Ying**") was entitled to exercise approximately 34.14% of the voting rights in the Company through (i) 32,295,581 Shares (representing approximately 23.14% of the voting rights in the Company) directly held by him, and (ii) 15,350,000 Shares (representing approximately 11.00% of the voting rights in the Company) held by the Employee Incentive Platforms, which were controlled by Mr. Ying as their respective general partner. Immediately upon the completion of the Global Offering, Mr. Ying will, by himself and through the Employee Incentive Platforms, be entitled to exercise approximately 31.77% of the voting rights of the Company (assuming that the Over-Allotment Option is not exercised) or approximately 31.44% of the voting rights of the Company (assuming the Over-Allotment Option is exercised in full). Accordingly, Mr. Ying and the Employee Incentive Platforms will constitute a group of Controlling Shareholders upon completion of the Global Offering.
- (C) 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 will concurrently offer and sell H Shares outside the United States (including to professional and institutional investors within Hong Kong) in offshore transactions in reliance on Regulation S under the Securities Act (the "**International Offering**"). Each of CICC, GTJAS, CMBI, Huatai and CLSA has been appointed as an Overall Coordinator in connection with the Global Offering.
- (D) In conjunction with the Global Offering, the Company has made an application to the SEHK for the listing on the Main Board of, and permission to deal on the Main Board in, the H Shares in issue and to be issued pursuant to the Global Offering (including any additional H Shares may be issued pursuant to the exercise of the Over-Allotment Option (as defined below)). CICC, GTJAS, CMBI, Huatai and CITIC Securities are acting as the joint sponsors in relation to the Company's listing application. CICC, GTJAS, CMBI, Huatai and CLSA are acting as the sponsor-OCs in relation to the Company's listing application.
- (E) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Offer Shares upon and subject to the terms and conditions hereinafter contained.
- (F) Each of the Warrantors has agreed to give the representations, warranties, undertakings and indemnities hereinafter contained in favour of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters.

- (G) The Company, the Controlling Shareholders, the Overall Coordinators, the CMI and the International Underwriters intend to enter into the International Underwriting Agreement, pursuant to which the International Underwriters will agree to severally (not jointly or jointly and severally) purchase or procure investors to purchase Shares offered by the Company in the International Offering, upon and subject to the terms and conditions therein contained. The Company intends to grant the International Underwriters the Over-Allotment Option under the International Underwriting Agreement, exercisable at the election of the Overall Coordinators (for themselves and on behalf of the International Underwriters), in whole or in part, to purchase or procure investors to purchase from the Company the Option Shares.
- (H) The Company has appointed Computershare Hong Kong Investor Services Limited to act as its H share registrar and transfer agent for the H Shares.
- (I) The Company has appointed CMB Wing Lung Bank Limited to act as the Receiving Bank in relation to the Hong Kong Public Offering, and CMB Wing Lung (Nominees) Limited to act as the nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering.
- (J) Resolutions of the Board were passed on September 12, 2025 (the “**Global Offering Resolutions**”) pursuant to which, inter alia, the Board approved, and each person who is an Authorised Signatory (as defined in the Global Offering Resolutions) was authorized to execute and deliver on behalf of the Company, this Agreement and any other agreements, instruments and documents for the purpose of the Global Offering.
- (K) In connection with the Global Offering, the Company has submitted a filing to the CSRC on July 3, 2024. The CSRC confirmed completion of such filing on June 12, 2025.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

“**Acceptance Date**” means September 25, 2025, being the date on which the Application Lists close in accordance with the provisions of Clause 4.4;

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

“**Admission**” means the grant by the Listing Committee of the SEHK of the listing of, and permission to deal in, Shares on the Main Board of the SEHK (including any additional H Shares to be issued pursuant to any exercise of the Over-Allotment Option);

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

“**AFRC Transaction Levy**” means the AFRC transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares;

“**Application Proofs**” means the application proofs of the prospectus of the Company posted on the SEHK’s website at <http://www.hkexnews.hk> on June 28, 2024 and March 25, 2025;

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

“**Approvals and Filings**” means any approvals, licences, consents, permissions, authorizations, permits, clearances, certificates, orders, concessions, qualifications, registrations, declarations and franchises from any person, and/or 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 a day (other than Saturday, Sunday or public holiday) on which banking institutions in Hong Kong are open generally for normal banking business;

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

“**CMIs**” or “**Capital Market Intermediaries**” means CICC, GTJAS, CMBI, Huatai, CLSA, BOCI Asia Limited, ABCI Securities Company Limited, Livermore Holdings Limited and Tiger Brokers (HK) Global Limited;

“**Code of Conduct**” or “**Code**” means the Code of Conduct For Persons Licensed by or Registered with the SFC, as amended, supplemented or otherwise modified from time to time;

“**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);

“Company’s HK & US Counsel” means Cooley HK, being the Company’s legal advisers on Hong Kong and US law, of 35/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong;

“Company’s PRC Counsel” means Jingtian & Gongcheng, being the Company’s legal advisers on PRC law, of 34/F, Tower 3, China Central Place, 77 Jianguo Road, Chaoyang District, Beijing, PRC;

“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**;

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

“Controlling Shareholders” means the persons set forth in **SCHEDULE 5**;

“core connected person” has the meaning given to it in the Listing Rules;

“Cornerstone Investment Agreements” means the several cornerstone investment agreements entered into, among others, between the Company, the Joint Sponsors, the Overall Coordinators and the several cornerstone investors as described in the section headed “Cornerstone Investors” in the Hong Kong Prospectus;

“CSRC” means the China Securities Regulatory Commission;

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

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

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

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

“CSRC Rules” means the CSRC Filing Rules and the CSRC Archive Rules;

“Directors” means the directors of the Company whose names are set out in the section headed “Directors, Supervisors and Senior Management” of the Hong Kong Prospectus;

“Employee Incentive Platforms” means Shanghai Rujia, Shanghai Jinlin, Shanghai Chushui, Shanghai Miaolong, Shanghai Fengwulin, Shanghai Yingzhi and Shanghai Yehe;

“Encumbrance” means any mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, 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 U.S. Securities Exchange Act of 1934, as amended;

“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 16, 2025 and entered into between the Company and HKSCC;

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

“member of the Group” means a member of the Group;

“Guide” means the Guide for New Listing Applicants published by the Stock Exchange;

“H Share Registrar” means Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong;

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

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

“HKSCC” means Hong Kong Securities Clearing Company Limited;

“HKSCC EIPO” means the electronic initial public offering services offered by HKSCC to CCASS participants;

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

“Hong Kong Offer Shares” means 1,043,700 new H Shares being initially offered by the Company under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.5, 4.11 and 4.12, as applicable;

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

“Hong Kong Prospectus Date” means the date of issue of the Hong Kong Prospectus, which is expected to be on or around September 22, 2025;

“Hong Kong Public Offering” means the offering and sale of the Hong Kong Offer Shares to the public in Hong Kong upon and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

“Hong Kong Public Offering Applications” means applications to purchase Hong Kong Offer Shares made online through the White Form eIPO service at www.eipo.com.hk or through HKSCC EIPO channel to electronically cause HKSCC Nominees Limited to apply on an applicant’s behalf by instructing his/her/its broker or custodian who is a HKSCC Participant to give electronic application instructions via HKSCC’s FINI system to apply for the Hong Kong Offer Shares on his/her/its behalf in compliance with the terms of the Hong Kong Public Offering Documents, including for the avoidance of doubt Hong Kong Underwriter’s Applications;

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

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

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

“Hong Kong Public Offering Underwriting Commitment” means, in relation to any Hong Kong Underwriter, the 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 the name of such Hong Kong Underwriter in **SCHEDULE 1** to the aggregate number of Hong Kong Offer Shares determined after taking into account any adjustment pursuant to Clauses 2.6, 4.11 and 4.12, as applicable, but not in any event exceeding the maximum number of Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter in **SCHEDULE 1**;

“Hong Kong Underwriters” means the persons set forth 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 pursuant to Clause 4.7 which is applied to reduce the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

“Incentive Fee” has the meaning ascribed to it in Clause 6.2;

“Indemnified Parties” means (i) the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs and the Hong Kong Underwriters; (ii) their respective subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in Clause 3.9; (iii) their respective partners, directors, officers, members, employees and agents; (iv) all partners, directors, officers, members, employees and agents of their respective subsidiaries, head offices and branches, associates and affiliates; and (v) the successors and assigns of all of the foregoing persons, and **“Indemnified Party”** means any one of them.

“Indemnifying Party” has the meaning ascribed to them in Clause 12.1;

“Industry Consultant” means China Insights Industry Consultancy Limited of 10/F, Block B, Jing’an International Center, 88 Puji Road, Jing’an District, Shanghai, PRC;

“Internal Control Consultant” means Deloitte Consulting (Shanghai) Co., Ltd.;

“International Offer Shares” means a total of 9,393,200 H Shares to be offered to investors for subscription by the Company pursuant to the International Offering, 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” has the meaning ascribed thereto in the recitals;

“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

purchase or procure investors to purchase pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Over-Allotment Option;

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

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering to be entered into between the Company, the Controlling Shareholders, the Joint Sponsors the Overall Coordinators and the International Underwriters;

“Joint Bookrunners” means CICC, GTJAS, CMBI, Huatai, CLSA, BOCI Asia Limited, ABCI Capital Limited, Livermore Holdings Limited and Tiger Brokers (HK) Global Limited;

“Joint Global Coordinators” means CICC, GTJAS, CMBI, Huatai and CLSA;

“Joint Lead Managers” means CICC, GTJAS, CMBI, Huatai, CLSA, BOCI Asia Limited, ABCI Securities Company Limited, Livermore Holdings Limited and Tiger Brokers (HK) Global Limited;

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

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

“Listing Date” means the first day on which the H Shares commence trading on the SEHK (which is expected to be on September 30, 2025);

“Listing Rules” means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, together with the listing decisions, guidelines, guidance letters and other requirements of the SEHK;

“Main Board” means the stock exchange (excluding the option market) operated by the SEHK which is independent from and operated in parallel with growth enterprise market of the SEHK;

“Material Adverse Change” means a material adverse change, or any development involving a prospective material adverse change, in or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits, losses, results of operations, prospects, position or

condition, financial or trading, or performance of the Company and the other members 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" in the Prospectus;

“Nominee” means CMB Wing Lung (Nominees) Limited;

“OC Announcements” – means the announcements dated June 28, 2024 and March 25, 2025 setting out the names of the overall coordinator(s), as applicable, appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s);

“Offer Price” means HK\$102.23 per Offer Share (exclusive of the Brokerage, the Trading Fee, the AFRC Transaction Levy and the Transaction Levy) at which the Offer Shares are to be purchased under the Global Offering;

“Offer Shares” means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering;

“Offering Circular” has the meaning ascribed to it under the International Underwriting Agreement;

“Offering Documents” means the Hong Kong Public Offering Documents, the Pricing Disclosure Package, the Offering Circular and any other announcement, document, documents 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 roadshow 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, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Underwriters;

“Operative Document(s)” means the Receiving Bank Agreement, the Registrar Agreement, the FINI Agreement and the Cornerstone Investment Agreements, or any relevant one or more of them as the context requires;

“Option Shares” means up to 1,565,520 additional H Shares to be purchased by, or by investors procured by, the International Underwriters from the Company pursuant to the Over-Allotment Option;

“Overall Coordinators” or **“OC”** means CICC, GTJAS, CMBI, Huatai and CLSA;

“Over-Allotment Option” means the option to be granted under the International Underwriting Agreement by the Company to the International Underwriters, exercisable by the Overall Coordinators on behalf of the International Underwriters to, severally (and not jointly or jointly and severally),

purchase or procure investors to purchase from the Company all or a portion of the Option Shares as may be necessary to, among other things, cover over-allocations made in connection with the International Offering, if any;

“**PHIP**” means the post hearing information pack of the Company posted on the SEHK’s website at www.hkexnews.hk on September 14, 2025, including each amendment and supplement thereto posted on the SEHK’s website;

“**PRC**” means the People’s Republic of China, which for the purposes of this Agreement only shall not include Hong Kong, Taiwan and the Macau Special Administrative Region of the People’s Republic of China;

“**Preliminary Offering Circular**” means the preliminary offering circular dated September 22, 2025 issued by the Company and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Applicable Time (as defined in the International Underwriting Agreement);

“**Pricing Disclosure Package**” has the meaning ascribed to it in the International Underwriting Agreement;

“**Receiving Bank**” means CMB Wing Lung Bank Limited;

“**Receiving Bank Agreement**” means the agreement dated September 18, 2025, entered into between the Company, the Receiving Bank, the Joint Sponsors, the Overall Coordinators and the Nominee;

“**Registrar Agreement**” means the agreement dated June 4, 2024 entered into between the Company and the H Share Registrar;

“**Reporting Accountants**” means Deloitte Touche Tohmatsu;

“**Representative**” has the meaning ascribed to it under the International Underwriting Agreement;

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

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

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

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

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

“**Shares**” means the shares in the share capital of the Company with a par value of RMB1.00 each, as the context so requires;

“**Joint Sponsors**” means CICC, GTJAC, CMBI, Huatai and CITIC Securities;

“Sponsor-OCs” means CICC, GTJAS, CMBI, Huatai and CLSA;

“Subsidiaries” has the meaning ascribed to it in section 15 of the Companies Ordinance, and **“Subsidiary”** means any one of them;

“Taxation” or **“Taxes”** means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Authority, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, including all interest, additions to tax, penalties or similar liabilities with respect thereto and all forms of taxation whenever created, imposed or arising and whether of the 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, duty, fee, assessment, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of the Hong Kong, the PRC or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

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

“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;

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

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

“Unlisted Share(s)” means ordinary share(s) issued by the Company, with a nominal value of RMB1.0 each, which is/are not listed on any stock exchange;

“U.S.” or **“United States”** means the United States of America;

“US\$” means United States dollars, the lawful currency of the United States;

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

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

“Warranties” means the representations, warranties, agreements and undertakings of the Warrantors as set out in **SCHEDULE 2**;

“Warrantors” means the Company and the Controlling Shareholders;

“White Form eIPO Service” means the facility offered by the Company through the White Form eIPO Service Provider as the service provider designated by the Company allowing investors to apply electronically to purchase Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as provided for and disclosed in the Hong Kong Prospectus; and

“White Form eIPO Service Provider” means Computershare Hong Kong Investor Services Limited.

- 1.2 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.
- 1.4 **References:** Except where the context otherwise requires, in this Agreement:
 - 1.4.1 references to an **“affiliate”**, (i) in relation to any person, shall be to any other person which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person and (ii) in relation to a particular company, any company or other entity which is its holding company or subsidiary, or any subsidiary of its holding company or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the company specified; for the purposes of the foregoing, **“control”** means the power, directly or indirectly, to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and **“controlled by”** and **“under common control with”** shall be construed accordingly;
 - 1.4.2 references to **“Clauses”**, **“Recitals”** and **“Schedules”** are to clauses of and recitals and schedules to this Agreement;
 - 1.4.3 whenever the words **“include,” “includes”** or **“including”** are used in this Agreement, they shall be deemed to be followed by the words **“without limitation”**;
 - 1.4.4 the terms **“herein”**, **“hereof”**, **“hereto”**, **“hereinafter”** and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
 - 1.4.5 the term **“or,”** is not exclusive;
 - 1.4.6 references to **“persons”** shall include individual, firm, company, bodies corporate, government, state or agency of a state or any joint

venture, unincorporated associations and partnerships (whether or not having separate legal personality);

- 1.4.7 the terms “**purchase**” and “**purchaser**”, when used in relation to the Shares, shall include, respectively, a subscription for the Shares and a subscriber for the Shares;
- 1.4.8 the terms “**sell**” and “**sale**”, when used in relation to the Shares, shall include an allotment or issuance of the Shares by the Company;
- 1.4.9 references to a “**subsidiary**” or “**holding company**” shall be construed to have the same meanings as defined in section 2 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance and in sections 13 and 15 of the Companies Ordinance (as the case may be);
- 1.4.10 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;
- 1.4.11 references to a document being “**in agreed form**” shall mean such document in a form agreed between the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Company and initialled for the purposes of identification by the Company, the Joint Sponsors and the Overall Coordinators or identified as such by way of exchange of emails between (a) Cooley HK, legal advisers to the Company as to Hong Kong Laws, on behalf of the Company; and (b) Clifford Chance, legal advisers to the Underwriters as to Hong Kong Laws, on behalf of the Joint Sponsors and the Overall Coordinators;
- 1.4.12 references to a “**certified copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the Company’s PRC Counsel or the Company’s HK & US counsel;
- 1.4.13 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.14 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.15 references to one gender shall include the other genders; and
- 1.4.16 references to the singular shall include the plural and vice versa.

2 CONDITIONS

- 2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being

satisfied or, where applicable, waived (to the extent permissible under the applicable Laws):

- 2.1.1 the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) receiving from the Company or Company's HK & US Counsel (on behalf of 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 9:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 9:00 p.m. on the Business Day immediately before the Listing Date, or such later time and/or date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) may agree, respectively;
- 2.1.2 the issue by the SEHK of a certificate of authorization of registration in respect of the Hong Kong Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly 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 immediately before the Hong Kong Prospectus Date;
- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch 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 SEHK;
- 2.1.4 Admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the 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);

- 2.1.5 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;
 - 2.1.6 the execution and delivery of the International Underwriting Agreement and such agreement not subsequently having been terminated, the obligations of the International Underwriters thereunder 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 becoming unconditional) and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date.
 - 2.1.7 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated;
 - 2.1.8 the Warranties being true, accurate and not misleading and not being breached as of the date of this Agreement and the dates on which they are deemed to be repeated under this Agreement (as though they had been given and made on such date by reference to the facts and circumstances then subsisting);
 - 2.1.9 all the waivers or exemptions (where applicable) as stated in the Hong Kong Prospectus to be granted by the Stock Exchange or the SFC (where applicable) are granted and not otherwise revoked, invalidated, amended or withdrawn; and
 - 2.1.10 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied (or otherwise waived in accordance with the terms stated herein) on or prior to the respective times and dates by which such obligations must be performed or conditions must be met.
- 2.2 **Procure fulfilment:** The Warrantors jointly and severally undertake to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs and the Hong Kong Underwriters to procure the fulfilment of the Conditions on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Overall Coordinators (on behalf of the Hong Kong Underwriters), and the Joint Sponsors, and as may be required by the SEHK, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant regulatory authorities for the purposes of or in connection with the application for the listing of and the permission to deal in the Shares and the fulfilment of such Conditions.

- 2.3 **Extension:** The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Joint Sponsors shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 to extend the deadline for the fulfilment of any Condition by such number of days/hours and/or in such manner as the Overall Coordinators and the Joint Sponsors may, determine (in which case the Overall Coordinators and the Joint Sponsors 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 October 22, 2025, being the 30th day after the date of the Hong Kong Prospectus and any such extension and the new timetable shall be notified by the Overall Coordinators and the Joint Sponsors to the other parties to this Agreement and the relevant regulatory 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, 2.1.8 and 2.1.10 only, to waive or modify (with or without condition(s) attached) such Condition.
- 2.4 **Conditions not satisfied:** Without prejudice to Clause 2.3 and Clause 11, if any of the Conditions shall not have been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.
- 2.5 **Over-allotment Option:** The Company will grant the Over-allotment Option to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), pursuant to the terms and conditions of the International Underwriting Agreement and as described in the Offering Documents. If the Over-allotment Option is exercised in respect of all or any part of the Option Shares:
- 2.5.1 the Option Shares arising from the exercise of the Over-allotment Option shall be allocated to the International Offering as International Offer Shares; and
 - 2.5.2 any Option Shares shall for all purposes (including underwriting commission and expenses) be deemed to be delivered as International Offer Shares under and with the benefit of all rights, representations, warranties and undertakings applying under the International Underwriting Agreement, and the Hong Kong Underwriters will not be entitled to any underwriting commission in respect of the Option Shares.
- 2.6 **Reduction of indicative Offer Price or number of Offer Shares:** The Overall Coordinators (for themselves and on behalf of the Underwriters) and the Joint Sponsors may, where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the prior consent of the Company, reduce

the number of Offer Shares initially offered in the Global Offering and/or the indicative Offer Price below that stated in the Hong Kong Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, promptly following the decision to make such reduction and, in any event, not later than the morning of the Acceptance Date, (i) cause a notice of the reduction in the number of Offer Shares initially offered in the Global Offering and/or the indicative offer price to be published on the website of the Company at www.pateo.com.cn and the website of the Stock Exchange at www.hkexnews.hk, (ii) cause such supplemental offering documents as may be required by the relevant Laws or Authority to be published in such manner as the relevant Laws or Authority may require as soon as practicable following the decision to make the change and such supplemental offering documents shall also include confirmation or revision, as appropriate, of the working capital statement and the Global Offering statistics set out in the Hong Kong Prospectus and any other financial information which may change as a result of such reduction, (iii) cause such Global Offering to be cancelled and subsequently relaunched on FINI pursuant to the supplemental offering documents, and (iv) comply with all Laws applicable to that reduction. Upon issue of such a notice, the revised indicative Offer Price and/or number of Offer Shares will be final and conclusive and the Offer Price, if agreed upon by the Overall Coordinators, for itself and on behalf of the Underwriters, and the Company will be fixed within such revised range.

- 2.7 **No waiver in certain circumstances:** The Joint Sponsors', the Sponsor-OCs' and the Overall Coordinators' consent to or knowledge of any amendments and/or supplements to the Offering Documents subsequent to their respective issue or distribution shall 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.

3 APPOINTMENTS

- 3.1 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, GTJAC, CMBI, Huatai and CITIC Securities to act as the joint sponsors in respect of its application for Admission, and each of the Joint Sponsors, relying on the Warranties and subject as hereinafter mentioned, hereby confirm their acceptance of such appointment. For the avoidance of doubt, the appointment of CICC, GTJAC, CMBI, Huatai and CITIC Securities hereunder is in addition to the terms and conditions under the respective Sponsor engagement letters entered into between the Company and CICC, GTJAC, CMBI, Huatai and CITIC Securities, which shall continue to be in full force and effect.
- 3.2 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Global Coordinators as the joint global coordinators of the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject as hereinafter mentioned, hereby confirm and acknowledge their acceptance of such appointment.

- 3.3 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Bookrunners as the joint bookrunners of the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject as hereinafter mentioned, hereby confirm their acceptance of such appointment.
- 3.4 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Lead Managers as the joint lead managers of the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject as hereinafter mentioned, hereby confirm their acceptance of such appointment.
- 3.5 **Sponsor-OCs:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, GTJAS, CMBI, Huatai and CLSA to act as the sponsor-overall coordinators of the Global Offering, and each of the Sponsor -OCs, relying on the Warranties and subject as hereinafter mentioned, hereby confirm its acceptance of such appointment. For the avoidance of doubt, the appointment of CICC, GTJAS, CMBI, Huatai and CLSA hereunder is in addition to the terms and conditions under the respective Sponsor and OC engagement letters entered into between the Company and CICC, GTJAS, CMBI, Huatai and CLSA, which shall continue to be in full force and effect.
- 3.6 **Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, GTJAS, CMBI, Huatai and CLSA to act as the overall coordinators of the Global Offering and each of the Overall Coordinators, relying on the Warranties and subject as hereinafter mentioned, hereby confirm its acceptance of such appointment. For the avoidance of doubt, the appointment of CICC, GTJAS, CMBI, Huatai and CLSA hereunder is in addition to the terms and conditions under the respective OC engagement letters entered into between the Company and CICC, GTJAS, CMBI, Huatai and CLSA respectively, which shall continue to be in full force and effect. The Company hereby confirms and acknowledges that the Overall Coordinators:
- 3.6.1. 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;
 - 3.6.2. explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicated its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
 - 3.6.3. 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;

- 3.6.4. 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;
 - 3.6.5. provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs, which is currently around 75% fixed and 25% discretionary;
 - 3.6.6. advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its Directors fully understand and undertake to Joint Sponsors and the Underwriters that they have met or will meet these responsibilities; and
 - 3.6.7. where the Company decided not to adopt an Overall Coordinators' advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.
- 3.7 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Capital Market Intermediaries to act as the capital market intermediaries of the Global Offering, and each of the Capital Market Intermediaries, relying on the Warranties and subject as hereinafter mentioned, hereby confirm their acceptance of such appointment.
- 3.8 **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 as agents of the Company, to procure applications for the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.9 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.8 is made on the basis, and on terms, that each appointee ("**delegating 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 (the "**delegated appointee**"); provided that such delegated appointee is permitted by applicable Laws to discharge the duties conferred upon them and each delegating appointee under this Clause shall remain liable for all acts and omissions of the delegated appointee in respect of the work delegated pursuant to this Agreement. Each of the appointees referred to in Clauses 3.1 to 3.8 shall remain liable for all acts and omissions of any of its affiliates or any other person

to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.9 notwithstanding any such delegation.

- 3.10 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.8 confer on each of the appointees and their respective delegates under Clause 3.9 all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of such appointee's roles as a sponsor, global coordinator, lead manager, bookrunner, sponsor-overall coordinator, overall coordinator, capital market intermediary or Hong Kong Underwriter (as the case may be) and hereby agrees to ratify and confirm everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Sponsor-OCs, OC, CMIs and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.
- 3.11 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, the Joint Global Coordinators in their role as such, are acting solely as global coordinator of the Global Offering, the Joint Bookrunners, in their role as such, are acting solely as bookrunner of the Global Offering, the Joint Lead Managers, in their role as such, are acting solely as lead managers of the Global Offering, the Joint Sponsors, in its role as such, are acting solely as sponsor of the Global Offering, the Sponsor-OCs, in its role as such, are acting solely as sponsor-overall coordinator, the Overall Coordinators, in its role as such, are acting solely as overall coordinator and the CMIs, in their role as such, are acting solely as capital market intermediary in connection with the listing of the H Shares on the SEHK.

Each of the Warrantors further acknowledges that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the CMIs are acting pursuant to a contractual relationship with the Company entered into on an arm's length basis, and in no event do the parties intend that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators or the CMIs, as applicable, act or be responsible as a fiduciary or adviser to the Company, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators or the CMIs, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the SEHK, either before or after the date hereof. Each of the Warrantors further acknowledges and agrees that each of the Joint Sponsors, the Sponsor-OCs, the

Overall Coordinators and the CMIs is acting in the capacity as a sponsor, a sponsor-overall coordinator, an overall coordinator and a CMI respectively subject to the Code of Conduct, and therefore the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the CMIs only owe certain regulatory duties to the Stock Exchange, the SFC and the CSRC but not to any other party including the Warrantors.

- 3.12 The Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the CMIs hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions, and each of the Warrantors hereby confirms its understanding and agreement to that effect (irrespective of whether any of the Hong Kong Underwriters, the Joint Global Coordinators the Overall Coordinators, the Joint Sponsors, the Sponsor-OCs, the Joint Bookrunners, the Joint Lead Managers and the CMIs have advised or are currently advising the Warrantors or any of them on other matters). The Warrantors, on the one hand, and the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators or the CMIs, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators or the CMIs, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Hong Kong Underwriters, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators or the CMIs, as applicable, on the other hand, agree that the Hong Kong Underwriters, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators or the CMIs, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent or fiduciary of any of the Warrantors (except and solely, with respect to the Joint Global Coordinators, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the AFRC Transaction Levy and the Transaction Levy as set forth in Clause 5.4, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any of the Warrantors, and none of the Hong Kong Underwriters, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the CMIs has assumed, and will assume, any fiduciary, agency or advisory or similar responsibility in favour of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters

leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the CMI have advised or are currently advising the Warrantors or any of them on other matters).

The Company further acknowledges and agrees that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the CMIs are not advising the Company, its directors, management or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors and the Overall Coordinators, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the SFC Code of Conduct for Persons Licensed by or Registered with the SFC in their respective capacity as Joint Sponsors and Overall Coordinators in connection with the proposed listing of the Company) in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators or the CMIs and their respective directors, officers and affiliates shall have any responsibility or liability to the Company with respect thereto. Any review by the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the CMIs of the Company, the transactions contemplated by this Agreement or other matters relating thereto shall be performed solely for the benefit of the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the CMIs and shall not be on behalf of the Company.

Additionally, the Company further acknowledges that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the CMIs and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflicts of interests and any claims that such Warrantor may have against the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the CMIs 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 SEHK or any process or matters leading up to such transactions.

- 3.13 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement to the contrary, none of the Joint Sponsors,

the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Hong Kong Underwriters and the other Indemnified Parties (as defined in Clause 12.1 hereof) shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Hong Kong Underwriters or any other Indemnified Party, including, without limitation, the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

- 3.13.1 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares; and
 - 3.13.2 any of the matters referred to in Clauses 12.1.1 to 12.1.3, and, notwithstanding anything contained in Clause 12, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 12 to recover any Loss (as defined in Clause 12.1) incurred or suffered or made as a result of or in connection with any of the foregoing matters.
- 3.14 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.8, as applicable, or by any of the delegates under Clause 3.9 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal and any stabilization activity) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any of the other appointees under Clauses 3.1 to 3.8 or their respective delegates under Clause 3.6. The obligations of the appointees or their respective delegates hereunder are several (and not joint or joint and several and 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 3.8 or their respective delegates will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.8 or their respective delegates shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.
- 3.15 **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 Public Offering Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Public Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable Laws and the selling restrictions set out in the Prospectus. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely, and shall not be for the account of the Company and/or other Hong Kong Underwriters, and the relevant Hong Kong Underwriters shall remain responsible for all acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements.

4 THE HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer and sell the Hong Kong Offer Shares upon and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Hong Kong Prospectus by the Company or counsel for the Company on the Company's behalf, the Joint Sponsors shall arrange for and the Company shall cause, the Formal Notice to be published in the manner specified in SCHEDULE 6 (or such other publication(s) and/or day(s)) as may be agreed by the Company and the Joint Sponsors). The Company will, on the Hong Kong Prospectus Date, publish the Hong Kong Prospectus on the official website of the Stock Exchange at www.hkexnews.hk and on the website of the Company at www.pateo.com.cn.
- 4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to terms and the conditions contained in the Receiving Bank Agreement. The Company shall procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.
- 4.3 **H Share Registrar and White Form eIPO Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications upon and subject to the terms and conditions of the Registrar Agreement. The Company has appointed the White Form eIPO Service Provider to act as the service provider in relation to the White Form eIPO Service upon and subject to the terms and conditions of any separate agreement between them. The Company undertakes with the Hong Kong Underwriters to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above or a "black" rainstorm warning signal or Extreme Conditions (as defined in the Hong Kong Prospectus) being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal or Extreme Conditions (as defined in the Hong Kong Prospectus) remains in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.

- 4.5 **Basis of allocation:** The Company agrees that the Overall Coordinators and the Joint Sponsors shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allotment of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application and, where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares.

The Company shall, and shall procure that the Receiving Bank and the H Share Registrar shall, as soon as practicable after the close of the Application Lists, provide the Joint Sponsors, the Sponsor-OCs 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 a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or
 - 4.5.2 in the event of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering; and
 - 4.5.3 the basis of allocation of the Hong Kong Offer Shares.
- 4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (a “**Hong Kong Public Offering Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase at the Offer Price, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the “**Unsold Hong Kong Offer Shares**”), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application), provided that:
- 4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be several (and not joint or joint and several);

- 4.6.2 the number of Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in SCHEDULE 1):

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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;
- T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.10 and 4.12, as applicable;
- C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.6, 4.10 and 4.12, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

- 4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Overall Coordinators in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be final and conclusive.

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

- 4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the applications having been marked with the name of such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced pro tanto by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in **SCHEDULE 4**.
- 4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the Overall Coordinators and the Joint Sponsors pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.
- 4.9 **Applications and payment for Unsold Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the first Business Day after the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:
- 4.9.1 make applications for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant; and
- 4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, the Trading Fee, the AFRC Transaction Levy and the 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 by September 29, 2025 (the date specified in the Hong Kong Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1. Notwithstanding the above, the Hong Kong Underwriters' underwriting obligations are subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement, and the Global Offering having become unconditional and not otherwise terminated.

4.10 Power of the Overall Coordinators to make applications: In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (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 to purchase or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to take up pursuant to Clause 4.6. Any application submitted or procured to be submitted by the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.

4.11 Reallocation from the International Offering to the Hong Kong Public Offering: If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (a “**Hong Kong Public Offering Over-Subscription**”), then:

4.11.1 subject to any required reallocation as set forth below in Clause 4.11.2 and provisions under Chapter 4.14 of the Guide, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering; and

4.11.2 if (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Hong Kong Public Offering Over-Subscription occurs; or (ii) the International Offer

Shares under the International Offering are not fully subscribed and the Hong Kong Public Offering Over-Subscription occurs, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Hong Kong Public Offering Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 1,565,520 H Shares (representing approximately 15% of the number of Offer Shares initially available under the Global Offering).

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the 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 a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine. The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the International Offering. For the avoidance of doubt, any Unsold Hong Kong Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

4.12.2 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.

- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or that the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators or any of the Hong Kong Underwriters and the CMIs shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things reasonably required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the Shares on the SEHK 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 by September 29, 2025 (the date specified in the Hong Kong Prospectus for the despatch of H Share certificates):
- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, except for certain aspects described in the Hong Kong Prospectus, and that they will rank *pari passu* in all respects with the International Offer Shares;
 - 5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
 - 5.1.3 procure that H 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, Hong Kong Securities Clearing Company Limited

for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

- 5.2 **Payment to the Company:** The application monies received in respect of Hong Kong Public Offering Applications (with interest thereon) and held by the Nominee will be paid in Hong Kong dollars to the Company on the Listing Date before or around 9:15 a.m. (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Overall Coordinators and the Joint Sponsors that the Conditions have been fulfilled or waived and that share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be) by wire transfer in immediately available funds to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement but, in any event, by no later than the Business Day immediately before the Listing Date; provided, however, that:

- 5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies and pay to the Overall Coordinators (and where a person other than the Overall Coordinators are entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) all amounts payable by the Company pursuant to Clause 5.3 (Brokerage, Trading Fee, the AFRC Transaction Levy and Transaction Levy for applicants), Clause 5.4 (Trading Fee, the AFRC Transaction Levy and Transaction Levy for the Company), Clause 6.1 (Underwriting commission) and Clause 6.2 (Incentive fee); and
- 5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company and deductible by the Overall Coordinators pursuant to Clause 5.2.1, if not otherwise dealt with in the engagement letters entered into between the Company and the relevant party, the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, forthwith upon demand subsequent to the date and time of payment of the application monies to the Company as aforesaid or within 30 days upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated based on the fixed Offer Price of HK\$102.23 per Offer Share.

- 5.3 **Brokerage, Trading Fee, AFRC Transaction Levy and Transaction Levy for applicants:** Subject to the receipt of the application monies pursuant to Clause 5.2, the Overall Coordinators will, on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the AFRC Transaction Levy and the 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 Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.
- 5.4 **Trading Fee, the AFRC Transaction Levy and Transaction Levy for the Company:** Subject to the receipt of the application monies pursuant to Clause 5.2, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee of the Trading Fee, the AFRC Transaction Levy and the Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.
- 5.5 **Refund:** The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, the Nominee will pay refunds of applications monies, and the H Share Registrar will arrange for payments of refunds of applications and/or the distribution of refund cheques, to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.
- 5.7 **No responsibility for default:** The Company acknowledges and agrees that none of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs or the Hong Kong Underwriters has any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominee or any other application or otherwise of funds.

6 COMMISSIONS AND COSTS

- 6.1 **Underwriting commission:** Subject to the provisions of this Clause 6, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 4.0 per cent. of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong

Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.11 and 4.12, respectively)(the “**Underwriting Commission**”), out of which the Hong Kong Underwriters will pay any sub-underwriting commission (if any). The respective entitlements of the Hong Kong Underwriters and the CMIs to the Underwriting Commission will be paid as separately agreed between the Company, on one hand, and the Sponsor-OCs, the Overall Coordinators and the CMIs, on the other hand, and recorded in the respective Sponsor-OC engagement letters, the engagement letters entered into with CMIs (other than the Overall Coordinators) or as otherwise subsequently adjusted and recorded in the International Underwriting Agreement. For the avoidance of doubt, the Underwriting Commission to be paid by the Company to each Overall Coordinator, together with other information required under Rule 9.11(23a) of the Listing Rules shall be submitted to the Stock Exchange by the time and in the manner as required under the Listing Rules. For the avoidance of doubt, the Overall Coordinators are hereby authorized to settle such underwriting commission referred to in this Clause 6.1 by way of deductions from the proceeds payable to the Company by the Overall Coordinators under the International Underwriting Agreement in accordance with the terms and conditions of the International Underwriting Agreement.

- 6.2 **Incentive fee:** In addition, the Company agrees to pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an incentive fee of up to 2.0 per cent of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.11 and 4.12, respectively). (the “**Incentive Fee**”). The amount and allocation of the Incentive Fee (if any) shall be determined at the sole discretion of the Company. The actual and absolute amount of the Incentive Fee shall be determined and communicated to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs and/or their underwriting affiliates in writing by the Company at or prior to the date of the International Underwriting Agreement. The Incentive Fee (if any) shall be deducted from the aggregate Offer Price in respect of all of the Offer Shares on the Listing Date. For the avoidance of doubt, the allocation of the Incentive Fee to each CMI, and the time schedule for payment of the Underwriting Commission and the Incentive Fee payable to each CMI shall be determined and communicated to each CMI in writing by the time the Company submits the declaration substantially as in Form F of the Listing Rules (published in Regulatory Forms) by the time and in the manner as required under Rule 9.11(37) of the Listing Rules.

The Company confirms and acknowledges that it has been advised by the Overall Coordinators on the current market practice of the ratio of fixed and discretionary fees to be paid to the CMIs which is currently 75%:25% as indicated in SFC’s consultation conclusion on the Code of Conduct.

- 6.3 **Sponsor fee and other fees and expenses:** The Company shall pay to the Joint Sponsors the sponsor fee, or other fees and expenses of such amount and in such manner as have been separately agreed between the Company and the Joint

Sponsors pursuant to and in accordance with the terms of the Sponsor engagement letter in respect of the Global Offering entered into between the Company and the Joint Sponsors.

- 6.4 **Costs payable by the Company:** All costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the listing of the Shares on the SEHK and this Agreement and the transactions contemplated thereby or hereby, including, without limitation, the following:
- 6.4.1 fees, disbursements and expenses of the Reporting Accountants;
 - 6.4.2 fees, disbursements and expenses of the H Share Registrar and the White Form eIPO Service Provider;
 - 6.4.3 fees, disbursements and expenses of all legal advisers to the Company and the fees and expenses of all legal advisers to the Underwriters;
 - 6.4.4 fees, disbursements and expenses of the Industry Consultant;
 - 6.4.5 fees, disbursements and expenses of the Internal Control Consultant;
 - 6.4.6 fees, disbursements and expenses of any public relations consultants;
 - 6.4.7 fees, disbursements and expenses of any translators;
 - 6.4.8 fees, disbursements and expenses of the Receiving Bank and the Nominee;
 - 6.4.9 fees, disbursements and expenses of other agents and advisers of the Company relating to the Global Offering;
 - 6.4.10 fees, disbursements and expenses related to the application for listing of the Offer Shares on the SEHK, the registration of any documents with any relevant Authority and the qualification of the Offer Shares in any jurisdiction;
 - 6.4.11 all roadshow costs and expenses incurred by the Company (including but not limited to pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including all fees and expenses of any consultants engaged in connection with the road show presentation incurred by the Company;
 - 6.4.12 all printing and advertising costs (including all fees and expenses of the financial printer retained for the Global Offering);
 - 6.4.13 all costs of preparation, printing, despatch, filing and distribution of the Offering Documents in all relevant jurisdictions, and all amendments and supplements thereto;

- 6.4.14 all costs of preparation, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 6.4.15 the Trading Fee, the AFRC Transaction Levy and the Transaction Levy payable by the Company, and all capital duty (if any), premium duty (if any), stamp duty (if any), and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, issue, allotment, sale and delivery of the Offer Shares or otherwise in connection with the Global Offering;
- 6.4.16 fees and expenses relating to the registration of the Hong Kong Public Offering Documents and any amendments and supplements thereto with any Authority, including, without limitation, the Registrar of Companies in Hong Kong
- 6.4.17 the Joint Sponsors' fee payable by the Company pursuant to and in accordance with the terms of the Sponsor engagement letters in respect of the Global Offering entered into between the Company and the Joint Sponsors;
- 6.4.18 all fees and cost payable by the Company to the Overall Coordinators and CMIs (if any and subject to the cap as specified in the respective engagement letters) pursuant to and in accordance with the terms of their respective engagement letters in respect of the Global Offering;
- 6.4.19 fees and expenses related to background searches, company searches, litigation searches, bankruptcy and insolvency searches and directorship searches in connection with the Global Offering; and
- 6.4.20 all CCASS and FINI related transaction fees payable in connection with the Global Offering.

shall be borne by the Company but subject to the terms and conditions under the respective engagement letters entered into between the Company and the relevant parties (including but not limited to the Joint Sponsors and the Overall Coordinators), and the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation. Notwithstanding anything to the contrary in Clause 17.12, if any costs, expenses, fees or charges referred to in this Clause 6.4 is paid or to be paid by any of the Joint Global Coordinators the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs or the Hong Kong Underwriters for or on behalf of the Company with the Company's prior written authorization, the Company shall reimburse such costs, expenses, fees or charges to the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs or the Hong Kong Underwriters on an after-tax basis.

- 6.5 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be terminated or shall not become unconditional or, for any

other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission or Incentive Fee under Clauses 6.1 and 6.2, but the Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed all costs, expenses, fees, charges and Taxation referred to in Clauses 6.3 and 6.4 which have been incurred or are liable to be paid by the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMI and/or the Hong Kong Underwriters and all other reasonable costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clauses 6.3 and 6.4 within 30 Business Days upon demand with a reasonable breakdown of costs incurred by the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMI and/or the Hong Kong Underwriters or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be.

- 6.6 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 6 shall, except as otherwise provided in this Clause 6, if not so deducted pursuant to Clause 5.2, be payable by the Company within 30 Business Days from the Listing Date. Unless as otherwise agreed in the relevant engagement letters, all payments to be made by the Company under this Clause are exclusive of goods and services tax, value added tax and/or similar taxes and shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto.

7 **STABILIZATION**

- 7.1 **Stabilizing manager and stabilization actions:** The Company acknowledges that CICC (the “**Stabilization Manager**”) and/or any person acting for it, to the exclusion of all others, is expected to act as stabilization manager in connection with the Global Offering and may (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilizing action(s) with a view to supporting the market price of the Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Stabilization Manager may, in their sole and absolute discretion, appoint any person to be its agent for the purposes of taking any stabilization actions. Any such agent shall have the rights and authorities conferred upon the Stabilization Manager pursuant to this Clause 7.1. Any stabilization actions taken by the Stabilization Manager and/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 Stabilization Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party (including the Joint Global Coordinators, the Joint Bookrunners, the Sponsor-OCs, the Overall Coordinators and the CMIs) 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 exercise of the Over-allotment Option).

- 7.2 **Stabilizing losses and profits.** The sharing of all (i) liabilities, expenses and losses, and (ii) profits or gains arising from stabilization activities and transactions effected by the Stabilization Manager or any person acting for it as stabilizing manager shall be for the account of the International Underwriters in the proportions subject to the terms and conditions of the International Underwriting Agreement.
- 7.3 **No stabilization by the Company and the Controlling Shareholders:** Each of the Company and the Controlling Shareholders undertakes to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMI and the Hong Kong Underwriters and each of them that it will not, and will cause its affiliates or any of its or its affiliates' respective supervisors, directors, officers, employees, agents, or any person acting on its or on behalf of any of the foregoing persons not to:
- 7.3.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization 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 in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules; or
 - 7.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or
 - 7.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise;
 - 7.3.4 provided that the granting and exercising of the Over-allotment Option as described in the Hong Kong Prospectus shall not constitute a breach of this Clause 7.3.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties:** Each of the Warrantors jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of **Schedule 2** hereto, and each of the Controlling Shareholders jointly and severally hereby represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of **Schedule 2** hereto, to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMI (which, for the avoidance of

doubt, include both syndicate CMIs and non-syndicate CMIs as defined in the Code of Conduct) and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Company and the Controlling Shareholders acknowledges that each of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties. Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement. Any certificate signed by a director or officer of any of the Warrantors and delivered to the Overall Coordinators or the Joint Sponsors or the CMIs or the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by each of them, as to matters covered thereby, to each of or the Overall Coordinators or the Joint Sponsors or the CMIs or the Underwriters.

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

- 8.2.1 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;
- 8.2.2 on the Hong Kong Prospectus Date and the date(s) of any supplemental Hong Kong Prospectus(es) (if any);
- 8.2.3 on the Acceptance Date;
- 8.2.4 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);
- 8.2.5 the date on which the basis of allotment of the Hong Kong Offer Shares is announced;
- 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) the 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 immediately before 8:00 a.m. on the Listing Date;
- 8.2.8 immediately prior to commencement of dealings in the Offer Shares on the SEHK;
- 8.2.9 the date(s) on which the Over-Allotment Option (or any part thereof) is exercised;

8.2.10 if applicable, immediately before settlement of the subscription and purchase of the relevant Option Shares pursuant to any exercise of the Over-Allotment Option; and

8.2.11 the date on which the stabilisation period expires,

in each case with reference to the facts and circumstances then subsisting, provided that all Warranties shall remain true and accurate and not misleading as at each of the dates or times specified above without taking into consideration any amendment or supplement to the Pricing Disclosure Package subsequent to the Applicable Time (as defined in the International Underwriting Agreement) and/or any amendment or supplement to the Offering Circular subsequent to the date of the Offering Circular, or any approval by the Joint Sponsors, 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 the Clause 8.2 shall affect the on-going nature of the Warranties.

8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to promptly notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties is untrue, incomplete, inaccurate or misleading in any respect or ceases to be true and accurate or becomes misleading or breached in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, incomplete, inaccurate or misleading in any respect.

8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMI and the Hong Kong Underwriters not to, and shall procure that neither the Company nor any other member of the Group shall, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incomplete, incorrect or misleading in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

8.5 **Remedial action and announcements:** The Company and/or the Controlling Shareholders shall notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to the provisions of Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue, incomplete or inaccurate or misleading 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 requires or could require the making of any change to any of the Offering Documents so that any such Offering Documents would not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when any such Offering Documents were delivered, not misleading, (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents, or (iv) any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering shall arise, and, in each of the cases described in clauses (i) through (iii) above, the Company, at its own expense, shall promptly take such remedial action as may be required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or any of them as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and supplying the Joint Sponsors and the Overall Coordinators or such persons as they may direct, with such number of copies of such amendments or supplements as they may require.

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, supplement or amendment or do any such act or thing without the prior written consent of the Joint Sponsors and the Overall Coordinators (such approval not to be unreasonably withheld or delayed), except as required by applicable laws, in which case the Warrantors shall obtain approval from the Joint Sponsors and the Overall Coordinators before such issue, publication or distribution or act or thing being done. The foregoing restriction contained in this clause shall continue to apply after the completion of the Global Offering.

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 rights of the Joint Sponsors, the Overall Coordinators, the CMIs or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter, event or fact or (ii) result in the loss of the Joint Sponsors', the Sponsor-OCs', the Overall Coordinators', the 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).

- 8.6 **Warrantors' knowledge:** A reference in this Clause 8 or in **Schedule 2** to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry. Notwithstanding that any of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs and the

Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

- 8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its personal representatives or its successors in title.
- 8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs and Hong Kong Underwriters) against any other person under the same or a similar liability.
- 8.9 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.
- 8.10 **Full force:** For the purpose of this Clause 8:
- 8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and
- 8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

- 8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other terms of this Agreement.

9 RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

- 9.1 **Lock-up on the Company:** Except for the offer and sale of the Offer Shares pursuant to the Global Offering (including pursuant to the Over-Allotment Option) and otherwise pursuant to the Listing Rules, during the period commencing on the date of this Agreement and ending on, and including, the date that is six months after the Listing Date (the “**First Six-Month Period**”), the Company hereby undertakes to each of the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Hong Kong Underwriters and the Joint Sponsors not to without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules (particularly, Rule 10.08 of the Listing Rules):

9.1.1 allot, issue, sell, accept subscription for, offer to allot, issue, repurchase or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any legal or beneficial interest in, any Shares or other securities of the Company or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares), or deposit any Shares or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or

9.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or other securities of the Company, or any interest in any of the foregoing (including, without limitation any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares); or

9.1.3 enter into any transaction with the same economic effect as any transaction specified in Clause 9.1.1 or 9.1.2 above; or

9.1.4 offer to or agree to or announce any intention to effect any transaction specified in Clause 9.1.1, 9.1.2 or 9.1.3 above,

in each case, whether any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above is to be settled by delivery of Shares or other securities of the Company or shares, or in cash or otherwise (whether or not the issue of such

Shares or other shares or securities will be completed within the First Six-Month Period). In the event that, during the period of six months commencing on the date on which the First Six-Month Period expires (the “**Second Six-Month Period**”), the Company enters into any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above or offers to or agrees to or announces any intention to effect any such transaction, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of the Company. The Controlling Shareholders undertake to each of the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Overall Coordinators, the CMIs, the Hong Kong Underwriters and the Joint Sponsors to procure the Company to comply with the undertakings in this Clause 9.1.

- 9.2 **Maintenance of public float and sufficiency of free float:** Each of the Company and the Controlling Shareholders agrees and undertakes that it will not, and each of the Controlling Shareholders further undertakes to procure that the Company will not, (a) effect any purchase of Shares, or agree to do so, which may reduce the holdings of Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the minimum public float requirements specified in the Listing Rules on or before the date falling six months after the Listing Date without having first 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 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 requirements under Rule 8.08A of the Listing Rules (as amended and replaced by Rule 19A.13C of the Listing Rules).

- 9.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholders hereby undertakes to each of the Company, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Hong Kong Underwriters and the Joint Sponsors that, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- 9.3.1 he/it will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for him/it and the companies controlled by him/it will not, at any time during the First Six-Month Period, (i) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any legal or beneficial interest therein (including any securities convertible

into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares (the “**Locked-up Securities**”)), or deposit any Locked-up Securities with a depositary in connection with the issue of depositary receipts, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Locked-up Securities, or (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 9.3.1(i) or (ii) above, or (iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 9.3.1(i), (ii) or (iii) above, in each case, whether any of the transactions specified in Clause 9.3.1(i), (ii) or (iii) above is to be settled by delivery of Shares or other securities of the Company or in cash or otherwise (whether or not the settlement or delivery of such Shares or other securities will be completed within the First Six-Month Period or the Second Six-Month Period);

- 9.3.2 he/it will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for it and the companies controlled by it not, during the Second Six-Month Period, enter into any of the transactions specified in Clause 9.3.1(i), (ii), (iii) or (iv) above or offer to or agree to or contract or publicly announce any intention to effect any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or Encumbrance pursuant to such transaction, the Controlling Shareholders will cease to be a controlling shareholder (as the term is defined in the Listing Rules) of the Company;
- 9.3.3 until the expiry of the Second Six-Month period, in the event that he/it enters into any of the transactions specified in Clause 9.3.1(i), (ii) or (iii) above or offer to or agrees to or announces any intention to effect any such transaction, he/it will take all reasonable steps to ensure that he/it will not create a disorderly or false market in the securities of the Company;
- 9.3.4 at any time during the First Six-Month Period and the Second Six-Month Period, they or any relevant registered holder will (i) if and when he/it pledges or charges any Shares or other securities (or interest therein) of the Company beneficially owned by him/it, immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such pledge or charge together with the number of Locked-up Securities so pledged or charged; and (ii) if and when it or any relevant registered holder receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged Locked-up Securities will be disposed of, immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such indications. For the avoidance of doubt, the lock-up arrangements with the Controlling Shareholders referred to in this Clause 9.3 shall not prevent any of the Controlling Shareholders from (a) using the Shares or other securities of the Company (or any interest therein) beneficially owned by them respectively as security (including a charge or a pledge) in favour of an

authorized institution (as defined in the Banking Ordinance) for a bona fide commercial loan; and (b) purchasing additional Shares or other securities of the Company or any interest therein or dispose of Shares or other securities of the Company (or any interest therein) which are purchased in the First Six-Month Period and the Second Six-Month Period, provided that such purchase does not contravene the compliance by the Company with the requirement of Rule 8.08 of the Listing Rules to maintain an open market in the securities and a sufficient public float in the Shares.

The Company hereby undertakes to the Overall Coordinators, the Joint Sponsors and the Hong Kong Underwriters that upon receiving such information in writing from any of the Controlling Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, notify the Stock Exchange and make a public disclosure in relation to such information by way of an announcement.

- 9.4 **Full force:** The undertakings in this Clause 9 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs and the Hong Kong Underwriters and each of them that it will, and the Controlling Shareholders shall procure the Company to:

- 10.1 **Global Offering:** comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, and the Listing Rules, the CSRC Rules and all requirements of the SEHK, the SFC and the CSRC Rules or any other applicable laws of relevant regulatory authorities in respect of or by reason of the matters contemplated by this Agreement and otherwise in connection with the Global Offering, including, but not limited to:
- 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 all necessary Approvals and Filings and obtaining all necessary Approvals with the Registrar of Companies in Hong Kong, the CSRC, the SEHK and the SFC;
 - 10.1.3 making available on display on the website of the Stock Exchange at www.hkexnews.hk and the Company's website at www.pateo.com.cn during a period of 14 days from the date of the Hong Kong Prospectus the documents referred to in the section of the Hong Kong Prospectus headed "Appendix VII - Documents Delivered to the Registrar of Companies and Available on Display";

- 10.1.4 procuring that each of the H Share Registrar, the White Form eIPO Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the Registrar Agreement, any agreement between the Company and the White Form eIPO Service Provider, and the Receiving Bank Agreement, and all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein, and that none of the terms of the appointments of the Hong Kong Registrar, the White Form eIPO Service Provider, the Nominee and the Receiving Bank shall be amended without the prior written consent of the Overall Coordinators (for themselves and on behalf of Hong Kong Underwriters);
- 10.1.5 procuring that none of the Directors and that the relevant Directors to procure none of their respective close associates (as defined in the Listing Rules) will himself/herself or themselves (or through a company controlled by him/her or them), apply to purchase Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules except to the extent permitted under the Listing Rules and by the Stock Exchange (if applicable) and having obtained confirmation to that effect;
- 10.1.6 procuring that none of the Company, any member of the Group and/or the Controlling Shareholders, and/or any of their respective substantial shareholders, directors, supervisors, officers, employees, affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth day immediately following September 25, 2025;
- 10.1.7 procuring that no connected person, existing shareholders (both as defined in the Listing Rules) of the Company and that the relevant connected person and existing shareholders to procure that none of their respective close associates will itself (or through a company controlled by it), apply to purchase Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules and relevant rules and guidance or a waiver from compliance with the Listing Rules duly granted, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any connected person, existing shareholders of the Company or their close associates either in its own name or through a controlled company or nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);

- 10.1.8 that no preferential treatment has been, nor will be, given to any placee or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche;
- 10.1.9 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Hong Kong Prospectus headed “Future Plans and Use of Proceeds” (save for any change made in compliance with the requirements under the Listing Rules and/or the requirements of SEHK within six months after the Listing Date, with prior consultation with the Company's compliance adviser and prior written consent from the Joint Sponsors) and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any sanctions Laws and regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Hong Kong Underwriters) of any sanctions laws and regulations;
- 10.1.10 procuring that, with the exception of any guaranteed allocation of Offer Shares at the Offer Price as set forth in any Cornerstone Investment Agreements, it will not, and will procure that no member of the Group and any of their respective affiliates, directors, supervisors, officers, employees or agents will offer, agree to provide, procure any other person or entity to provide, or arrange to provide any form of direct or indirect benefits by side letter or otherwise, to any subscriber or purchaser of Offer Shares pursuant to any Cornerstone Investment Agreements or otherwise engage in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Guide;
- 10.1.11 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agreeing not to make, issue or publish, distribute or otherwise make available directly or indirectly to the public any statement, announcement, press release, material, information or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Overall Coordinators (for and on behalf of the Underwriters) and the Joint Sponsors (such consent not to be unreasonably withheld or delayed);
- 10.1.12 from the date hereof until the date which is the thirtieth Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise);

- 10.1.13 following the Listing Date, ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares;
 - 10.1.14 cooperating with and fully assisting, and procuring members of the Group, the Controlling Shareholders, the substantial shareholders, 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 in a timely manner, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMI and the Underwriters, to facilitate its performance of its duties, as the case may be, as a sponsor, an OC, a Sponsor-OCs and/or a CMI and to meet its obligations and responsibilities under all applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the Code of Conduct (including without limitation all materials and information as specified paragraph 21.3 and 2.14 thereof), the CSRC Rules and the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereof);
 - 10.1.15 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Joint Sponsors for their review.
- 10.2 **Information:** provide to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators and the CMI 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 the Controlling Shareholders or otherwise as may be reasonably required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) 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 SEHK, of the SFC or of the CSRC or of any other relevant Authority));
- 10.3 **Receiving Bank, Nominee and H Share Registrar and White Form eIPO Service Provider:** procure that each of the Receiving Bank, the Nominee and the H Share Registrar and the White Form eIPO Service Provider shall do all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein;
- 10.4 **Restrictive covenants:** not, and procure that no other member of the Group will:
- 10.4.1 at any time after the date of this Agreement up to and including the Listing Date and the date on which the Over-Allotment Option is exercised, if applicable, do or omit to do anything which causes or can

reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect;

- 10.4.2 on or prior to the Listing Date, enter into any commitment or arrangement which in the sole and absolute opinion of the Joint Sponsors, the Sponsor-OCs and the Overall Coordinators has or will or may have a Material Adverse Change;
 - 10.4.3 take any steps which, in the reasonable opinion of the Joint Sponsors, the Sponsor-OCs and the Overall Coordinators, are or will or may be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention, in the Hong Kong Prospectus; or
 - 10.4.4 amend any of the terms of the appointments of the H Share Registrar, the Receiving Bank and the Nominee and the White Form eIPO Service Provider without the prior written consent of the Joint Sponsors, the Sponsor-OCs and the Overall Coordinators (such consent not to be unreasonably withheld or delayed); or
 - 10.4.5 at any time after the date of this Agreement up to and including the Listing Date and the date on which the Over-Allotment Option is exercised, if applicable, amend or agree to amend any constitutional documents of the Company or any other member of the Group, including, without limitation, the memorandum and articles of association (save as requested by the Stock Exchange or other Governmental Authorities which are entitled to exercise jurisdiction over the Company or any other Group Company or pursuant to the requirements under the Listing Rules); and
 - 10.4.6 without the prior written approval of the Joint Sponsors, the Sponsor-OCs and the Overall Coordinators (such approval not to be unreasonably withheld or delayed), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents, or any amendment or supplement thereto, except for the Offering Documents, any written materials agreed between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Joint Sponsors to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement;
- 10.5 **Maintaining listing:** procure that it will maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the Shares on the SEHK, and comply with the Listing Rules and all requirements of the SEHK, the CSRC 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 Code on Takeovers and Mergers) for the Company becoming unconditional;

- 10.6 **Legal and regulatory compliance:** unless otherwise waived or exempted by the relevant Authorities, comply with (and has duly complied with) all applicable Laws (including, without limitation, and for the avoidance of doubt, the rules, regulations, codes, requirements of the SEHK, the CSRC, the SFC and any other Authority) including, without limitation:
- 10.6.1 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;
 - 10.6.2 delivering to the SEHK as soon as practicable before the commencing of dealings in the Shares on the SEHK the declaration to be signed by a Director and the company secretary of the Company in the form set out in Form F of the Listing Rules (published in Regulatory Forms) acceptable to the Stock Exchange via FINI as required by the Listing Rules;
 - 10.6.3 procuring that the audited accounts of the Company for the financial year ending on December 31, 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;
 - 10.6.4 complying with the CSRC Filing Rules, the Listing Rules, Part XIVA of the Securities and Futures Ordinance or other requirements in connection with the announcement and dissemination to the public any information required by the CSRC, the SEHK, the SFC and any other Authority to be announced and disseminated to the public;
 - 10.6.5 providing 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 the Overall Coordinators may reasonably require;
 - 10.6.6 at all times adopting and upholding a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in the Listing Rules and procuring that the Directors uphold, comply and act in accordance with the provisions of the same;

- 10.6.7 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC;
- 10.6.8 furnish to its shareholders all the reports, circulars and documents, including without limitation, its annual and interim reports, as may be required to be delivered to its shareholders by the SEHK, the SFC, and any other relevant Authority in Hong Kong or elsewhere;
- 10.6.9 at any time when the Company is not subject to Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder or not in compliance with the information furnishing requirements of Rule 12g3-2(b) thereunder, for the benefit of holders from time to time of Shares, to furnish at its expense, upon request, to holder of Shares and prospective purchasers of securities information satisfying the requirements of subsection (d)(4)(i) of Rule 144A under the Securities Act; and prior to the expiration of one year after the Listing Date, the Company will not, and will not permit any of its “affiliates” (within the meaning of Rule 144 under the Securities Act) to, resell in the United States any of the Shares which constitute “restricted securities” under Rule 144 under the Securities Act that have been reacquired by any of them;
- 10.6.10 pay all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC, the United States or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement;
- 10.6.11 complying with the provisions of Chapter 13 of the Listing Rules and the provisions of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs;
- 10.6.12 maintaining the appointment of a compliance adviser as required by the Listing Rules; and
- 10.6.13 ensuring compliance of and procuring compliance by the Controlling Shareholders, Directors and the syndicate members of the requirement under the Code of Conduct that no rebates shall be, directly or indirectly, provided by the Company, any of the Controlling Shareholders, Directors or syndicate members to any placee or investor for the Offer Shares and that the consideration payable by any placee or investor for the Offer Shares allotted to it shall be the same as the aggregate of the Offer Price in respect of all such Offer Shares allotted to it;
- 10.6.14 complying with and procuring its Directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to providing each

syndicate member with a list of the Directors and existing shareholders of the Company, their respective close associates and any persons who is engaged by or will act as a nominee for any of the foregoing persons to subscribe for, or purchase, equity securities or interests in connection with the Global Offering, and keep the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and the Directors; notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;

- 10.6.15 complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (C) maintenance of confidentiality of any Relevant Information;
 - 10.6.16 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notifying the CSRC or the relevant Authority and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs and the Hong Kong Underwriters of such material information to the extent permitted by the applicable Laws;
 - 10.6.17 keeping the Overall Coordinators informed of any material change to the information previously given to the CSRC, the Stock Exchange and the SFC under Clause 10.1.14, and to enable the Overall Coordinators to provide (or procuring their provision) to the Stock Exchange, the CSRC and/or the SFC, in a timely manner, such information as the Stock Exchange, the CSRC or the SFC may require;
 - 10.6.18 complying, cooperating and assisting with record-keeping obligations of the Company, the Sponsor-OCs, the Overall Coordinators and the CMIs under the Code of Conduct, the CSRC Rules 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 OC.
- 10.7 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been, are being or will promptly be rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal

accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report;

10.8 **Significant changes:** promptly provide full particulars thereof to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) if, at any time up to or on the date falling twelve months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, and, in connection therewith, further:

10.8.1 reinform the SEHK and the SFC of such change or matter if so required by any of the Joint Sponsors and the Overall Coordinators if so required by any of the Joint Sponsors and the Overall Coordinators;

10.8.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the SEHK and the SFC, the Joint Sponsors or the Overall Coordinators and in a form approved by the Joint Sponsors and the Overall Coordinators, deliver such documentation through the Joint Sponsors to the SEHK for approval (unless otherwise directed by the SEHK) and publish such documentation in such manner as the SEHK or the Joint Sponsors or the Overall Coordinators may require;

10.8.3 at its expense, make all necessary announcements to the SEHK and the press to avoid a false market being created in the Offer Shares, and

10.8.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Joint Sponsors and the Overall Coordinators,

and for the purposes of this Clause, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules;

10.9 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 TERMINATION

11.1 **Termination events:** The Joint Sponsors and the Overall Coordinators (for themselves on behalf of the Hong Kong Underwriters) shall, in their sole and absolute discretion, be entitled by notice (in writing) to the Company to terminate this Agreement with immediate effect if prior to 8:00 a.m. on the Listing Date:

11.1.1 there shall develop, occur, exist or come into effect:

- (a) 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, epidemic, pandemic, outbreaks of diseases or its escalation, mutation or aggravation (including, without limitation, COVID-19, SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, Ebola virus, Middle East respiratory syndrome (MERS) and such related/mutated forms), accidents or prolonged interruption or delay in transportation, strikes, labour disputes, lock-outs, other industrial actions, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, riots, rebellion, civil commotion, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God or acts of terrorism (whether or not responsibility has been claimed)), economic sanctions, paralysis in government operations, interruptions or delay in transportation in or affecting Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof) any other jurisdiction relevant to any member of the Group (collectively, the “**Relevant Jurisdictions**”); or
- (b) any change, or any development involving a prospective change, or any event or circumstance likely to result in any change or development involving a prospective change, in any local, national, regional or international financial, economic, political, military, industrial, legal, fiscal, regulatory, currency, credit or market conditions, equity securities or exchange control or any monetary or trading settlement system or other financial markets (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets) in or affecting any Relevant Jurisdictions; or
- (c) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the SEHK, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or

- (d) any general moratorium on commercial banking activities in the Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Authority), the PRC, New York (imposed at Federal or New York State level or other competent Authority), London, the European Union (or any member thereof) or any other Relevant Jurisdiction, or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in any Relevant Jurisdiction; or
- (e) any new Law, or any change or any development involving a prospective change in existing Laws, in each case, in or affecting any of the Relevant Jurisdictions; or
- (f) the imposition of sanctions, in whatever form, or the withdrawal of trading privileges, directly or indirectly, under any sanction Laws, or regulations in, Hong Kong, the PRC or any other Relevant Jurisdiction; or
- (g) a change or development involving a prospective change in or affecting Taxes or exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a material devaluation of the Hong Kong dollar, United States dollar, the 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 RMB is linked to any foreign currency or currencies), or the implementation of any exchange control, in any of the Relevant Jurisdictions or affecting an investment in the Offer Shares; or
- (h) any litigation or claim of any third party being threatened or instigated against any member of the Group; or
- (i) a contravention by any member of the Group or any Director of the Listing Rules or applicable Laws; or
- (j) non-compliance of the Hong Kong Prospectus (or any other documents used in connection with the contemplated offer and sale of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules, the CSRC Rules or any other applicable Laws; or
- (k) the issue or requirement to issue by the Company of any supplement or amendment to the Hong Kong Prospectus, Preliminary Offering Circular or Offering Circular or (or to any other documents issued or used in connection with the contemplated offer and sale of the Shares) pursuant to the Companies Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules, the CSRC Rules or any requirement or request of the SEHK, the SFC and/or the CSRC; or

- (l) any change or prospective change or development, or a materialisation of, any of the risks set out in section headed “Risk Factors”;
- (m) a valid demand by any creditor for repayment or payment of any indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity;
- (n) an Authority or a political body or organization in any Relevant Jurisdiction commencing any investigation or other action, or announcing an intention to investigate or take other action, against any Director or Supervisor; or
- (o) any Director, Supervisor or member of senior management of the Company is being charged with an indictable offence or is prohibited by operation of law or otherwise disqualified from taking part in the management of a company or there is the commencement by any governmental, political or regulatory body of any investigation or other action against any Director, Supervisor or member of senior management of the Company in his or her capacity as such or any member of the Group or an announcement by any governmental, political or regulatory body that it intends to commence any such investigation or take any such action;

which, individually or in the aggregate, in the sole and absolute opinion of the Overall Coordinators and the Joint Sponsors (1) have or will have or may have a Material Adverse Change; or (2) has or will have or may have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of interest under the International Offering; or (3) makes or will make or may make it inadvisable or inexpedient or impracticable for 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 Offer Related Documents (as defined below); or (4) has or will have or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing or delaying the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof.

11.1.2 there has come to the notice of the Overall Coordinators or the Joint Sponsors:

- (a) that any statement contained in any of the Offering Documents, the CSRC Filings and/or in any notices, announcements, advertisements, communications issued by or on behalf of the Company in connection with the Hong Kong Public Offering (collectively, the “**Offer Related Documents**”) (including any supplement or amendment thereto but excluding information relating to the Underwriters) was, when it was issued, or has

become, untrue, incorrect, inaccurate or incomplete in any material respect, or misleading or deceptive, or that any forecast, estimate, expression of opinion, intention or expectation contained in any of the Offer Related Documents (including any supplement or amendment thereto but excluding information relating only to the legal name, logo and address of each of the Joint Sponsors and the Underwriters) is not fair and honest and based on reasonable assumptions; or

- (b) that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus, constitute a material omission from or misstatement in any of the Offer Related Documents (including any supplement or amendment thereto); or
- (c) any material breach of any of the obligations imposed upon any party to this Agreement or the International Underwriting Agreement (other than upon any of the Hong Kong Underwriters or the International Underwriters); or
- (d) any event, act or omission which gives or is likely to give rise to any liability of any of the Indemnifying Parties pursuant to Clause 12; or
- (e) any Material Adverse Change; or
- (f) any breach of, or any event or circumstance rendering untrue or incorrect, incomplete or misleading in any respect, any of the Warranties; or
- (g) that approval by the Listing Committee of the SEHK of the listing of, and permission to deal in, the Shares to be issued or sold (including any additional Shares that may be issued or sold pursuant to the exercise of the Over-Allotment Option) under the Global Offering is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or
- (h) the Company withdraws any of the Offering Documents or the Global Offering; or
- (i) any expert specified in the Hong Kong Prospectus, whose consent is required for the issue of the prospectus with the inclusion of its reports, letters or opinions and references to its name included in the form and context in which it respectively appears, has withdrawn its consent to being named in the Hong Kong Prospectus or to the issue of any of the Hong Kong Public Offering Documents; or

- (j) there is a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or
- (k) the chairman, the chief executive officer or the chief financial officer of the Company or any of the Directors vacating his/her office;
- (l) there is any order or petition for the winding-up of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group; or
- (m) that a material portion of the orders placed or confirmed in the bookbuilding process, or of the investment commitments made by any cornerstone investors under agreements signed with such cornerstone investors, have been withdrawn, terminated or cancelled.

11.2 Effect of termination: Upon the termination of this Agreement pursuant to Clause 11.1 or Clause 2.4:

- 11.2.1 subject to Clause 11.2.2 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 6.4, 6.5 and 12 to 16 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination;
- 11.2.2 the Company shall refund as soon as practicable all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 and/or by applicants under the Hong Kong Public Offering (in the latter case, the Company shall procure that the H Share Registrar and the Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar Agreement and the Receiving Bank Agreement); and
- 11.2.3 the Company shall within 30 days upon demand by relevant parties pay to the relevant parties the costs, expenses, fees, charges and Taxation set out in Clauses 6.3 and 6.4.

12 INDEMNITY

- 12.1 **Indemnity:** Each of the Warrantors (collectively, “**Indemnifying Parties**” and individually, an “**Indemnifying Party**”) jointly and severally undertakes to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint

Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs (which, for the avoidance of doubt, include both syndicate CMIs and non-syndicate CMIs as defined in the Code of Conduct), the Hong Kong Underwriters, each of them and each of their respective Indemnified Parties to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses, claims (and any action, writ or proceeding (including any investigation or inquiry by or before any Authority)) and Taxation (collectively, “**Losses**” and individually, a “**Loss**”) which, jointly or severally, any such Indemnified Party may suffer or incur, and against all actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority, demands, judgment and awards) and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, “**Proceedings**” and individually, a “**Proceeding**”), which may be brought or threatened to be brought against any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

- 12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the CSRC Filings, the OC Announcements and any notices, announcements, advertisements, communications or other documents issued by or on behalf of the Company relating to or connected with the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators and the CMIs, the Underwriters or any of them) (collectively, the “**Related Public Information**”); or
- 12.1.2 any of the Related Public Information containing any untrue or alleged untrue statement of a fact, or omitting or being alleged to have omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or not containing or being alleged not to contain all the information as investors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares or any information material in the context of the Global Offering whether required by Law or otherwise, except for (a) the legal name, logo and address of each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Underwriters, and (b) the names and qualifications of the Joint Sponsors provided severally and not jointly by each of

the aforementioned parties specifically for inclusion in the Hong Kong Prospectus; or

- 12.1.3 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information being or alleged to be incomplete; inaccurate or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a fact necessary in order to make it not misleading; or
- 12.1.4 the execution, delivery or performance of this Agreement by the Warrantors, and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 12.1.5 any breach or alleged breach on the part of any of the Warrantors of or any action or omission of any member of the Group or any of their respective directors, officers or employees resulting in a breach of any of the provisions of this Agreement or the Articles of Association or the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 12.1.6 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 12.1.7 the execution, delivery and performance by the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Offering Documents or otherwise in connection with the Global Offering, including but not limited to their respective roles and responsibilities under the Code of Conduct as a Sponsor-OCs, OC, CMI or otherwise, as applicable; or
- 12.1.8 any act or omission of any member of the Group or the Controlling Shareholders in relation to the Global Offering; or
- 12.1.9 the Global Offering or the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, Code of Conduct, the CSRC Rules or any Law of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 12.1.10 any failure or alleged failure by the Company or any of the Directors or Supervisors to comply with their respective obligations under the Listing Rules, the CSRC Rules, the Articles of Association or applicable Laws; or

- 12.1.11 any breach or alleged breach by any member of the Group or the Controlling Shareholders of applicable Laws; or
- 12.1.12 any Proceeding in connection with the Global Offering by or before any Authority having commenced or been threatened or any settlement of any such Proceeding; or
- 12.1.13 any breach or alleged breach of any applicable Laws of any jurisdiction resulting from the distribution of any of the Offering Documents, the CSRC Filings or any notices, announcements, advertisements, communications or other documents arising out of, relating to or connected with the Company or the Global Offering (whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Hong Kong Underwriters or any of them) and/or any offer, allotment, issue, sale or delivery of any of the Offer Shares otherwise than in accordance with and on the terms of the Offering Documents, this Agreement and the International Underwriting Agreement; or
- 12.1.14 any breach by the Company of the terms and conditions of the Hong Kong Public Offering; or
- 12.1.15 any other matter arising out of or in connection with the Global Offering.

Provided that the indemnity provided in this Clause 12.1.7 shall not apply in respect of an Indemnified Party if any such action, claim or proceeding brought against, or any such Losses suffered, incurred or made by, such Indemnified Party to the extent that such Loss or Proceedings has been finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as case may be) to have been caused solely and directly by the gross negligence, wilful default or fraud on the part of such Indemnified Person.

- 12.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to, any Indemnifying Party to recover any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Hong Kong Underwriters or any other Indemnified Party of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents. However, the foregoing shall not exclude any liability of any Indemnified Party for such loss, damage, payment, cost, charge, expense or Taxation which has been finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been caused solely and directly by the fraud, wilful default or gross negligence of such Indemnified Party.

- 12.3 **Notice of claims:** If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability against that Indemnifying Party under the indemnity provided under Clause 12.1, it shall promptly give notice thereof to the Joint Sponsors and the Overall Coordinators (on behalf of the other Indemnified Parties) in writing with reasonable details thereof.
- 12.4 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 12 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify the Indemnifying Party in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability which such Indemnifying Party may have to any Indemnified Party under this Clause 12 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Overall Coordinators (on behalf of any Indemnified Parties) and the Joint Sponsors consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Overall Coordinators (on behalf of such Indemnified Parties) and the Joint Sponsors shall have the right to appoint their own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred (it being understood, however, that such Indemnifying Party shall not be liable for the fees and expenses of more than one separate counsel).
- 12.5 **Settlement of claims:** The Indemnifying Party shall not, 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 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 law) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Party with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such

Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. Any settlement or compromise by any Indemnified Party in relation to any claim shall be without prejudice to, and without (other than any obligations imposed on it by law) any accompanying obligation or duty to mitigate the same in relation to, any claim, action or demand it may have or make against the Company under this Agreement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Indemnifying Parties herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.

12.6 Arrangements with advisers: If an Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:

12.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;

12.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

12.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.

12.7 Costs: For the avoidance of doubt, the indemnity under this Clause 12 shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12.

12.8 Payment on demand: All amounts subject to indemnity under this Clause 12 shall be paid by an Indemnifying Party as and when they are incurred within 30 Business Days of a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.

12.9 Payment free from counterclaims/set-offs: All payments payable by an Indemnifying Party under this Clause 12 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by any Law. If an Indemnifying Party makes a deduction or withholding under this Clause 12, the sum due from such Indemnifying Party shall be increased to the extent

necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

- 12.10 **Taxation:** All payments pursuant to this Clause will be made free and clear of any withholding or deduction for or on account of Taxation, unless such withholding or deduction is required by law. If a payment under this Clause 12 will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 12.11 **Full force:** The foregoing provisions of this Clause 12 will continue in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein and/or the Global Offering shall be made or dispatched by the Company or the Controlling Shareholders (or by any of their respective directors, officers, employees or agents) during the period of six months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) except in the event and to the extent that any such announcement is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, the SFC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.
- 13.2 **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 discuss with the Joint Sponsors and the Overall Coordinators any announcement with respect to the Global Offering 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.
- 13.3 **Full force:** Subject to Clause 13.1, for the avoidance of doubt, the restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

14 NOTICES

14.1 **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.

14.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 14.3 and if so addressed, shall be deemed to have been duly given or made as follows:

14.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

14.2.2 if sent by post, two Business Days after the date of posting;

14.2.3 if sent by airmail, five Business Days after the date of posting;

14.2.4 if sent by email, at the earlier of (i) the time the recipient acknowledges receipt; and (ii) 24 hours after transmission, unless the sender receives notification that the email has not been successfully delivered; or

14.2.5 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day. However, in the case of Clauses 14.2.4 and 14.2.5 above, if the time of deemed receipt of any notice is not before 6:30 p.m. local time on a Business Day at the address of the recipient, it is deemed to have been received at 9:00 a.m. local time on the next Business Day.

14.3 **Details of contact:** The relevant address and facsimile number of each of the parties hereto for the purpose of this Agreement, subject to Clause 14.4, are as follows:

If to Company , to:	Room 3701, 866 Changzhi Road, Hongkou District, Shanghai, PRC
Email:	project.optimus@pateo.com.cn
Attention:	Mr. Wang Yang

If to the Controlling Shareholders , to:	Room 3701, 866 Changzhi Road, Hongkou District, Shanghai, PRC
Email:	project.optimus@pateo.com.cn
Attention:	Mr. Wang Yang

If to CICC , to:	29/F, One International Finance Centre 1 Harbour View Street
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Email:	Central, Hong Kong
Attention:	ib_optimus2024@cicc.com.cn
	Project Optimus
If to GTJAC , to:	27/F, Low Block
	Grand Millennium Plaza
	181 Queen's Road Central
	Hong Kong
Fax:	+852 2509 4758
Email:	cf.optimus@gtjas.com.hk
Attention:	Project Optimus IBD
If to GTJAS , to:	27/F, Low Block
	Grand Millennium Plaza
	181 Queen's Road Central
	Hong Kong
Fax:	+852 2509 7791
Email:	ecm.optimus@gtjas.com.hk
Attention:	Project Optimus ECM
If to CMBI , to:	45th Floor, Champion Tower
	3 Garden Road
	Central
	Hong Kong
Fax:	+852 3900 0865
Email:	projectoptimus2024@cmbi.com.hk,
	ECM@cmbi.com.hk
Attention:	Project Optimus 2024
If to Huatai , to:	62/F, The Center
	99 Queen's Road Central
	Hong Kong
Email:	projectoptimus2024@htsc.com
Attention:	Project Optimus Deal Team
If to CITIC Securities , to:	18/F, One Pacific Place
	88 Queensway
	Hong Kong
Fax:	+852 2169 0801
Email:	project_Optimus2024@citics.com
Attention:	Project Optimus team
If to CLSA , to:	18/F, One Pacific Place
	88 Queensway
	Hong Kong
Fax:	+852 2169 0801

Email: projectoptimus@clsa.com
Attention: Project Optimus team

If to any of the Hong Kong Underwriters, to the address and fax number of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in SCHEDULE 1.

- 14.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or facsimile number for the purposes of Clause 14.3, provided that such notification shall only be effective on:

14.4.1 the date specified in the notification as the date on which the change is to take place; or

14.4.2 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.

15 GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

- 15.1 **Governing law:** This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

- 15.2 **Arbitration:** Subject to Clause 15.3 below, any dispute, controversy, difference or claim arising out of or relating to this Agreement (including any dispute regarding its existence, validity, interpretation, performance, breach, termination or enforceability and any non-contractual obligations arising out of or in connection with it (“**Dispute**”)) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted (the “**Rules**”). The Rules are deemed to be incorporated by reference into this Clause 15.2. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three, to be appointed in accordance with the Rules. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the law of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Nothing in this Clause 15.2 shall be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

- 15.3 **Joinder to Third Party Proceedings.** Notwithstanding Clause 15.2, each of the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Hong Kong Underwriters and the Joint Sponsors shall have the sole and absolute right, in circumstances in which they become joined as a defendant or third party in any proceedings commenced by a non-party to this Agreement in any court of competent jurisdiction (“**Court Proceedings**”), to join the Company and/or the

Controlling Shareholder in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise). If the Company and/or the Controlling Shareholder are joined as a party to any Court Proceedings in accordance with this Clause 15.3, no arbitration shall be commenced or continued by any party under Clause 15.2 in respect of a dispute about the same subject matter or arising from the same facts and circumstances or involving the same question of law as the Court Proceedings until the Court Proceedings have been finally determined.

- 15.4 **Service of documents:** Each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 14.
- 15.5 **Process agent:** Each of the Controlling Shareholders irrevocably appoint the Company, as their authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Controlling Shareholders at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. If for any reason such agent shall cease to be agent for the service of process for each of the Controlling Shareholders, each of the Controlling Shareholders shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Controlling Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

Where proceedings are taken against the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Controlling Shareholders shall forthwith appoint an agent for the service of process in that jurisdiction acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Controlling Shareholders.

- 15.6 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Company or the Controlling Shareholders has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award including any arbitral award,

or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award including any arbitral award or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Company and the Controlling Shareholders hereby irrevocably waive and agree not to plead or claim any such immunity in relation to any such proceedings.

16 CONFIDENTIALITY

16.1 Information confidential: Subject to Clause 16.2, each party hereto shall procure that its affiliates and its and their directors, officers and agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.

16.2 Exceptions: Any party hereto may disclose, or permit its Affiliates, its and their respective directors, officers, employees and agents to disclose, information which would otherwise be confidential if and to the extent:

- 16.2.1 required by applicable Laws;
- 16.2.2 required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK and the SFC, whether or not the requirement for disclosure of information has the force of law;
- 16.2.3 required to vest the full benefit of this Agreement in such party;
- 16.2.4 disclosed to the professional advisers and auditors of such party;
- 16.2.5 the information has come into the public domain through no fault of such party;
- 16.2.6 required by any Joint Sponsor, Hong Kong Underwriter or its affiliates for the purpose of the Global Offering or necessary in the view of any Joint Sponsor, Hong Kong Underwriter or its affiliates to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations; or
- 16.2.7 all the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)), such approval not to be unreasonably withheld,

provided that, in the cases of Clauses 16.2.3 and 16.2.7, any such information disclosed shall be disclosed only after consultation with the other parties.

- 16.3 **Full force:** The restrictions contained in this Clause 16 shall remain in full force and effect notwithstanding the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

17 GENERAL PROVISIONS

- 17.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.

- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

- 17.3 **Assignment:** Each of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 12, respectively, to any of the persons who have the benefit of the indemnities in Clause 12 and any successor entity to such Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs or Hong Kong Underwriters or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.

- 17.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or 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 Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether

by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any 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 (and in the case of the Joint Sponsors and Sponsor-OCs, also together with the engagement letter(s) between the Company and each of the Joint Sponsors and Sponsor-OCs only in its capacity as a Joint Sponsors and a Sponsor-OCs; in the case of the CMIs, also together with the CMI engagement letters between the Company and each of the CMIs only in their respective capacity as a CMI) constitutes the entire agreement among the Company, the Controlling Shareholders, the Joint Sponsors, 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 (other than the sponsor engagement letters, the OC engagement letters and the CMI engagement letters respectively) any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement at any time prior to the execution of this Agreement. If any terms herein this Agreement are inconsistent with that of the sponsor engagement letters, the OC engagement letters and the CMI engagement letters, the terms in this Agreement shall prevail.
- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.
- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to each counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of its counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the

Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

17.11 Rights of third parties: To the extent otherwise set out in this Clause 17.11, 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 right or remedy of a third party which exists or is available apart from that Ordinance:

- (a) Indemnified Parties may enforce and rely on Clause 12 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 17.11(a).

17.12 Taxation: All payments to be made by the Company or the Controlling Shareholders under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company or the Controlling Shareholders will increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Joint Sponsors, the Hong Kong Underwriters, the Joint Global Coordinators or the Joint Bookrunners, the Sponsor-OCs, the Overall Coordinators, the CMIs, as applicable. If a Hong Kong Underwriter, the Joint Global Coordinators, a Joint Bookrunner, Joint Sponsors, a Sponsor-OCs, an OC or a CMIs is required by any Authority to pay any Taxes imposed by the any jurisdiction or any political subdivision or taxing authority thereof or therein as a result of this Agreement, the Company or the Controlling Shareholders will pay an additional amount to such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OCs, OC, CMI or Joint Sponsors so that the full amount of such payments as agreed in this Agreement to be paid to such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OCs, OC, CMI or Joint Sponsors is equal to the net amount received by such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OCs, OC, CMI or Joint Sponsors and will further, if requested by such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OCs, OC, CMI or Joint Sponsors, use commercially reasonable efforts to give such assistance as such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OCs, OC,

CMI or Joint Sponsors may reasonably request to assist such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OCs, OC, CMI or Joint Sponsors in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OCs, CMI or Joint Sponsors reasonably request, promptly making available to such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OCs, OC, CMI or Joint Sponsors notices received from any Authority and, subject to the receipt of funds from such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OCs, OC, CMI or Joint Sponsors, by making payment of such funds on behalf of such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OCs, OC, CMI or Joint Sponsors to the relevant Authority in settlement of such Taxes.

17.13 Authority to the Overall Coordinators: Unless otherwise provided herein, each Hong Kong Underwriter (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the Hong Kong Underwriters in its sole and absolute discretion in the exercise of all rights and discretions granted to the Hong Kong Underwriters or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions it may consider desirable and necessary to give effect to the transactions contemplated herein.

17.14 No right of contribution: The Controlling Shareholders hereby irrevocably and unconditionally:

17.14.1 waives any right of contribution or recovery or any claim, demand or action it may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against it, or any loss or damage or liability suffered or incurred by it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;


17.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to it whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and

17.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters and other Indemnified Parties against it under this Agreement) not to make any claim against any director, officer or employee of the Company or of any other member of the Group on whom it may have relied on before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.

- 17.15 **Further Assurance:** The Company and the Controlling Shareholders shall from time to time, on being reasonably required to do so by 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 Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Hong Kong Underwriters, the Joint Lead Managers, Joint Bookrunners, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Joint Sponsors, or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 17.16 **Survival:** The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by Ying Zhencai)
for and on behalf of)
PATEO CONNECT TECHNOLOGY)
(SHANGHAI) CORPORATION)
(博泰車聯網科技(上海)股份有限公司))



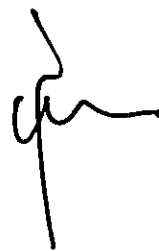
SIGNED by
YING ZHENKAI
(應臻愷)

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A handwritten signature in black ink, consisting of a stylized 'Y' followed by a horizontal line and a small flourish.

SIGNED by Ying Zhenkai
for and on behalf of
SHANGHAI RUJIA ENTERPRISE
MANAGEMENT PARTNERSHIP (LIMITED
PARTNERSHIP)
(上海汝佳企業管理合夥企業(有限合夥))

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SIGNED by Ying Zhenkai)
for and on behalf of)
SHANGHAI JINLIN ENTERPRISE)
MANAGEMENT PARTNERSHIP)
(LIMITED PARTNERSHIP))
(上海晉鄰企業管理合夥企業(有限合夥)))



SIGNED by Ying Zhenkai)
for and on behalf of)
SHANGHAI CHUSHUI YANGUAN)
ENTERPRISE MANAGEMENT)
PARTNERSHIP (LIMITED)
PARTNERSHIP))
(上海楚水燕關企業管理合夥企業(有限合)
夥)))



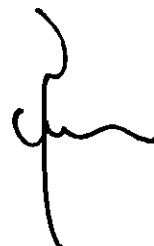
SIGNED by Ying Zhenkai)
for and on behalf of)
SHANGHAI MIAOLONG ENTERPRISE)
MANAGEMENT PARTNERSHIP)
(LIMITED PARTNERSHIP))
(上海妙瀧企業管理合夥企業(有限合夥)))



SIGNED by Ying Zhenkai)
for and on behalf of)
SHANGHAI FENGWULIN ENTERPRISE)
MANAGEMENT PARTNERSHIP)
(LIMITED PARTNERSHIP))
(上海鳳午麟企業管理合夥企業(有限合夥)))



SIGNED by Ying Zhenkai)
for and on behalf of)
SHANGHAI YINGZHI ENTERPRISE)
MANAGEMENT PARTNERSHIP)
(LIMITED PARTNERSHIP))
(上海應知企業管理合夥企業(有限合夥)))



SIGNED by Ting Zhenkai)
for and on behalf of)
SHANGHAI YEHE ENTERPRISE)
MANAGEMENT PARTNERSHIP)
(LIMITED PARTNERSHIP))
(上海葉赫企業管理合夥企業(有限合夥)))



IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by **XU JIA**
for and on behalf of
CHINA INTERNATIONAL
CAPITAL CORPORATION HONG
KONG SECURITIES LIMITED

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[Signature page to Hong Kong Underwriting Agreement]

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by *Leung Yuen Kwan*
for and on behalf of
GUOTAI JUNAN CAPITAL
LIMITED

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IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by PAN Jupeng)
for and on behalf of)
GUOTAI JUNAN SECURITIES)
(HONG KONG) LIMITED)

A handwritten signature in black ink, consisting of a series of connected loops and curves, positioned to the right of the signature line.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by ZHOU Fei

for and on behalf of

**CMB INTERNATIONAL CAPITAL
LIMITED**

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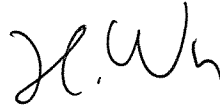
SIGNED by SHI Qian)
for and on behalf of)
CMB INTERNATIONAL CAPITAL)
LIMITED)



IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by Howard Wu
for and on behalf of
HUATAI FINANCIAL HOLDINGS
(HONG KONG) LIMITED

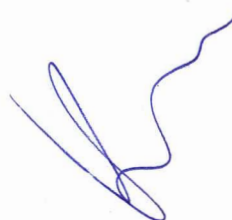
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A handwritten signature in black ink, appearing to read 'H. Wu', is written over the closing parentheses of the signature block.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by Wong Sze Man
for and on behalf of
**CITIC SECURITIES (HONG
KONG) LIMITED**

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A handwritten signature in blue ink, consisting of a stylized, cursive 'W' followed by a long, sweeping horizontal stroke.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by Heung Li
for and on behalf of
**CITIC SECURITIES (HONG
KONG) LIMITED**

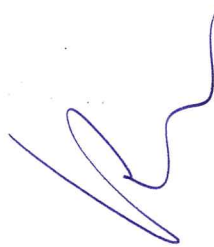
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IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by Wong Sze Man
for and on behalf of
CLSA LIMITED

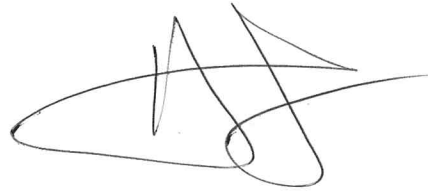
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IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by Heung Li
for and on behalf of
CLSA LIMITED

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IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by XU JIA
CHINA INTERNATIONAL CAPITAL
CORPORATION HONG KONG
SECURITIES LIMITED
for and on behalf of
HONG KONG UNDERWRITERS
(as defined herein)

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IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by PAN Jupeng
GUOTAI JUNAN SECURITIES (HONG
KONG) LIMITED
for and on behalf of
HONG KONG UNDERWRITERS
(as defined herein)


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IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by ZHOU Fei
CMB INTERNATIONAL CAPITAL
LIMITED
for and on behalf of
HONG KONG UNDERWRITERS
(as defined herein)

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[Signature page to Hong Kong Underwriting Agreement]

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by SHI Qian
CMB INTERNATIONAL CAPITAL
LIMITED
for and on behalf of
HONG KONG UNDERWRITERS
(as defined herein)

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IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by *Jing Jiang*
HUATAI FINANCIAL HOLDINGS
(HONG KONG) LIMITED
for and on behalf of
HONG KONG UNDERWRITERS
(as defined herein)

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[Signature page to Hong Kong Underwriting Agreement]

IN WITNESS whereof this Agreement has been entered into the day and year first
before written.

SIGNED by Wong Sze Man
CLSA LIMITED
for and on behalf of
HONG KONG UNDERWRITERS
(as defined herein)

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IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by Heung Li

CLSA LIMITED

for and on behalf of

HONG KONG UNDERWRITERS

(as defined herein)

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[Signature page to Hong Kong Underwriting Agreement]

SCHEDULE 1
THE HONG KONG UNDERWRITERS

<u>Hong Kong Underwriter</u>	<u>Maximum number of Hong Kong Offer Shares to be underwritten</u>	<u>Percentage to be underwritten</u>
China International Capital Corporation Hong Kong Securities Limited 29/F, One International Finance Centre 1 Harbour View Street, Central Hong Kong	See below	See below
Guotai Junan Securities (Hong Kong) Limited 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong	See below	See below
CMB International Capital Limited 45th Floor, Champion Tower, 3 Garden Road, Central, Hong Kong	See below	See below
Huatai Financial Holdings (Hong Kong) Limited 62/F, The Center, 99 Queen's Road Central, Hong Kong	See below	See below
CLSA Limited 18/F, One Pacific Place, 88 Queensway, Hong Kong	See below	See below
BOCI Asia Limited 26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong	See below	See below
ABCI Capital Limited 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	See below	See below
Livermore Holdings Limited	See below	See below

Unit 1214A, 12/F, Tower II Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong		
Tiger Brokers (HK) Global Limited 23/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong	See below	See below
Total		100%

The Hong Kong Public Offering Underwriting Commitment of the Hong Kong Underwriters shall be determined in the manner set out below:

$$A = B\% \times 1,043,700$$

where:

“A” is the Hong Kong Public Offering Underwriting Commitment of the relevant specified Hong Kong Underwriter, provided that any fraction of a Share shall be rounded to the nearest whole number of a Share provided that the total number of Offer Shares to be underwritten by the Hong Kong Underwriters shall in no event be less than 1,043,700; and

“B” is the relevant underwriting commission entitlement, expressed as a percentage (as set out in Schedule I to the International Underwriting Agreement) for the relevant specified Hong Kong Underwriter.

Schedule 2
THE WARRANTIES
Part A: Representations and Warranties of the Company and the Controlling Shareholders

1. ACCURACY OF INFORMATION

- 1.1 All information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) which is disclosed or made available by or on behalf of the Company, any other member of the Group, the Controlling Shareholders, and/or any of their respective supervisors, directors, officers, employees, affiliates or agents to the SEHK, the SFC, the CSRC, any applicable Authority, the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants (as defined below), the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company or the Underwriters and the Capital Market Intermediaries or the Overall Coordinators for the purposes of the Global Offering and/or the listing of the H Shares on the SEHK (including, without limitation, the answers and documents contained in or referred to in the Verification Notes, (and any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date of this Agreement), the information, answers and documents used as the basis of information contained in each of the Application Proof, the PHIP, the Hong Kong Public Offering Documents, the Preliminary Offering Circular or the CSRC Filings or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their obligations as sponsors under the Code of Conduct, the Listing Rules and other applicable Laws (including the CSRC Rules), the information and documents provided for the discharge by the Underwriters, the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as Underwriter, an Overall Coordinator and/or a Capital Market Intermediary under the Code of Conduct and the Listing Rules and other applicable Laws (including the CSRC Rules), and the responses to queries and comments raised by the SEHK, the SFC, the CSRC or any applicable Authority) was so disclosed or made available in full and in good faith and was when given and remains complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made, and there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading.
- 1.2 (A) none of the PHIP, the Hong Kong Public Offering Documents, the Preliminary Offering Circular, and any individual Supplemental Offering Material (as used herein, **“Supplemental Offering Material”** means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares (other than the Application Proof, the PHIP, the Hong Kong Public Offering Documents or amendments or supplements thereto), including, without limitation and any roadshow material relating to the Offer Shares that constitutes such a written communication) contained or will contain an untrue statement of a fact or omitted or will omit to state a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (B) no individual Supplemental Offering Material conflicted or will conflict with the Application Proof, the PHIP, the Hong Kong Public Offering Documents.
- 1.3 All statements or expressions of opinion or intention, forward-looking statements, forecasts and estimates supplied or disclosed or otherwise made available in writing or orally from time to time to the Joint Global Coordinators, the Overall Coordinators, the

Joint Sponsors, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company or the Underwriters and the Capital Market Intermediary and all forecasts and estimates, if any, in each of the CSRC Filings, the Application Proof, the PHIP, the Hong Kong Public Offering Documents and the Preliminary Offering Circular at and as of the date of this Agreement and at all other times when the warranties are repeated pursuant to this Agreement (including, without limitation, the statements regarding the sufficiency of working capital, industry trends, future plans, use of proceeds, profit forecast, estimated capital expenditures, projected cash flows and working capital, critical accounting policies, indebtedness, prospects, dividends, material contracts and litigation and regulatory compliance), are or will remain fairly and honestly made after due and proper considerations and on reasonable grounds or, where appropriate, based on reasonable assumptions, and such grounds or assumptions are or will remain truly and honestly held by the Company or its Directors, any other member of the Group, the Controlling Shareholders and/or any of their respective supervisors, directors, officers, employees, affiliates or agents and there are no other facts known or which could, upon due and careful enquiry, have been known to the Company or its Directors or Controlling Shareholders the omission of which would make any such statement or expression misleading; and there are and will be no bases and assumptions on which such forecasts or estimates have been prepared other than the bases and assumptions referred to in each of the PHIP, the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the CSRC Filings, and any individual Supplemental Offering Material in which such forecasts or estimates are contained. Such forecasts or estimates do not or will not omit or neglect to include or take into account of any facts or matters which are material to such forecasts or estimates or to the Global Offering

1.4 Without prejudice to any of the other representations and warranties of the Company and the Controlling Shareholders in this Schedule 2 (the “**Warranties**”):

- 1.4.1 the statements contained in the section of each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular 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;
- 1.4.2 the statements contained in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular relating to the Group’s indebtedness as at close of business on July 31, 2025 are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made, and all material developments in relation to the Company’s indebtedness have been disclosed;
- 1.4.3 the interests of the Directors in the share capital and the securities of the Company and in contracts with the Company and other members of the Group, and any indebtedness of a Director or any connected person (as defined in the Listing Rules) are fully and accurately disclosed in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular;
- 1.4.4 the statements contained in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular in the section headed “Risk Factors,” “Business” and “Financial Information” are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made, and represent the true and honest

belief of the Directors arrived at after due, proper and careful consideration, and there are no other risks or other matters associated with the Group, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group which has not been disclosed in the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular;

- 1.4.5 the reply to each 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 authorized for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and not misleading; and
- 1.5 (A) Each of the Application Proof, the PHIP, the Hong Kong Public Offering Documents and the Preliminary Offering Circular contains or includes all information and particulars required to comply with the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the PRC Companies Law, the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the Shares on the SEHK; and (B) each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular contains or includes all such information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the business, condition (financial or other), activities, assets and liabilities, financial position, profits and losses, and management and prospects of the Company and the other members of the Group (taken as a whole), and the rights attaching to the Shares. All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice and the OC Announcement and all filings and submissions provided by or on behalf of the Company, any other member of the Group and/or the Controlling Shareholders or any of their respective supervisors, directors, officers, employees, Affiliates, representatives or agents, to the CSRC, the SEHK, the SFC and/or any other applicable Authority have complied or will comply with all applicable Laws and all statements of fact contained therein are and will be true, accurate and complete in all material respects and not misleading in light of the circumstances under which they were made (as used herein, “**OC Announcement**” means the announcement dated March 25, 2025 setting out the names of the Overall Coordinators appointed by the Company in connection with the Global Offering, including any subsequent related announcements if applicable).
- 1.6 Except where permitted or required by the Stock Exchange, the Company has not published any advertisement or other publicity material in any newspaper or other media in connection with the Global Offering in the United States, Hong Kong, the PRC or any other jurisdiction at any time prior to the Global Offering and has complied, to the extent applicable, with Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange (as amended and updated from time to time) in respect of Rule 9.08 of the Listing Rules.
- 1.7 The Application Proof and the PHIP comply with the relevant Listing Rules regarding redactions and have included appropriate warning and disclaimer statements for publications as required by the SEHK.
- 1.8 Each of the CSRC Filings is and remains complete, true and accurate in all material respects and not misleading, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.
- 1.9 The statements relating to the total amount of fees paid or payable to the Joint Sponsors,

and the aggregate of the fees and the ratio of fixed and discretionary fees paid or payable to all syndicate members contained in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular are complete, true and accurate in all respects and not misleading.

- 1.10 Save as disclosed in each of the Application Proof, the PHIP, the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no person, individually or together with his/her/its Affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the U.S. Securities and Exchange Act of 1934, as amended (the “Exchange Act”)), ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong) (the “Securities and Futures Ordinance”)) in no less than 5% of any class of the Company’s share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.
- 1.11 The statements under the sections headed “Summary”, “Risk Factors”, “History, Development and Corporate Structure”, “Industry Overview”, “Regulatory Overview”, “Business”, “Share Capital”, “Underwriting”, “Structure of the Global Offering”, “Appendix III — Taxation and Foreign Exchange”, “Appendix IV — Summary of Principal Legal and Regulatory Provisions”, “Appendix V — Summary of Articles of Association”, and “Appendix VI — Statutory and General Information”, “Plan of Distribution” and “Notice to Investors” in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, insofar as they purport to describe provisions of laws, regulations, documents and other legal matters referred to therein, are a fair, complete and accurate summary of the relevant laws, regulations, documents and legal matters.

2. The Company and the Group

- 2.1 As of the date of this Agreement, the Company has the authorized and issued share capital as set forth in the sections of each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, headed, respectively, “Share Capital”, and all of the issued shares of the Company have been duly authorized and validly issued and are fully paid and non-assessable, are owned by the existing shareholders in the amounts specified in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, have been issued in compliance with all applicable Laws, were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are subject to no Encumbrance or adverse claims at the time of issuance.
- 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 the right, power and authority (corporate and other) to own its properties or assets and conduct its business in the manner presently conducted and as described in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, to execute and deliver this Agreement, the International Underwriting Agreement and each of the Operative Documents and to perform its obligations hereunder and thereunder, and to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; the Articles of Association of the Company comply with the requirements of the Laws of the PRC and are in full force and effect; the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance, and the Articles of Association and other constituent or constitutive documents and the business license of the Company comply with the Laws of Hong Kong (including, without limitation, the Listing Rules).

- 2.3 (A) “History, Development and Corporate Structure—Our Subsidiaries” of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular sets forth a list of the major subsidiaries of the Company (the “**Subsidiaries**”, and each a “**Subsidiary**”) and the Company’s interest therein; the Company has no material subsidiaries, jointly-controlled companies, consolidated affiliated entities and associated companies other than those as set forth in the sections of each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular headed “Appendix I – Accountants’ Report” and “History, Development and Corporate Structure”; (B) the Company owns all the issued or registered capital stock or other equity interests of or in each of its Subsidiaries as disclosed in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular; the registered capital (in the form of shares or otherwise) of each Subsidiary of the Company has been duly and validly issued and fully paid up with all contributions to such registered capital having been paid within the time periods prescribed under applicable Laws 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; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and is owned by the Company subject to no security interest or other Encumbrance or adverse claims; (C) other than the share capital or other equity interests of or in the Subsidiaries, the associated companies and other entities as disclosed in the Accountants’ Report as set out in Appendix I to the Hong Kong Prospectus and the Preliminary Offering Circular, the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any corporation, firm, partnership, joint venture, association or other entity; and (D) no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or other equity interests of or in each of the member of the Group are outstanding.
- 2.4 Each member of the Group has been duly incorporated, registered or organized and is validly existing as a legal person with limited liability in good standing under the applicable Laws of the jurisdiction of its incorporation, registration or organization, with full right, power and authority (corporate and other) to own, use, lease and operate its properties or assets and conduct its business in the manner presently conducted and as described in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular; each member of the Group is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); the memorandum and articles of association and other constituent or constitutive documents and the business license of each member of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization, and are in full force and effect. Each of the members of the Group that is a PRC person has made its annual report filing with the State Administration for Market Regulation of the PRC or its local branch without being found to have any material deficiency or to be in default under applicable PRC Laws in a material manner and has timely received all requisite certifications from each applicable PRC Authority. Each member of the Group is capable of suing and being sued in its own name. All approvals applicable to or necessary for the establishment of each member of the Group, any of its constitutive documents or its registered or share capital have been duly obtained or made, and all approvals are unconditional and in full force and effect. Except as set out in each of the Application Proof, the PHIP, the Hong Kong Public Offering Documents and the Preliminary Offering Circular, each member of the Group has full power and authority to declare, make or pay any dividend or other distribution and to repay loans to any of its shareholders without the need for any consents, approvals, authorizations, filings and registrations of or with any Authority.

- 2.5 No member of the Group or the Controlling Shareholders has conducted, is conducting or proposes to conduct any business, or has acquired or incurred or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to such member of the Group or the Controlling Shareholders but which is not directly or indirectly related to the business of such member of the Group or the business of the Group, except as described in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular.
- 2.6 The Company does not have any reason to believe that any significant customer or supplier of the Company or any of its Subsidiaries is considering ceasing to deal with the Company or any of its Subsidiaries or reducing the extent or value of its dealings with the Company or any of its Subsidiaries except to the extent that such reduction would not, individually or in the aggregate, result in a Material Adverse Change.
- 2.7 (A) The Directors of the Company have been duly and validly appointed and are the only directors of the Company; (B) except as disclosed in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Directors of the Company has a service contract with the Company or any of its Subsidiaries which is required to be disclosed therein; and (C) the Directors collectively have the experience, qualifications, competence and integrity to manage the Company's business and comply with the Listing Rules, and individually have the experience, qualifications, competence and integrity to perform their individual roles, including an understanding of the nature of their obligations and those of the Company as a company listed on the Main Board of the SEHK under the Listing Rules and other legal or regulatory requirements relevant to their roles.

3. Offer Shares

- 3.1 The Offer Shares have been duly and validly authorized. When allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, the Offer Shares will be duly and validly allotted and issued, fully paid and non-assessable, free of any pre-emptive right, resale right, right of first refusal or similar right and subject to no Encumbrance or adverse claims; the Offer Shares will have attached to them the rights and benefits specified in the Company's Articles of Association as described in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular and, in particular, will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under all applicable Laws; the Offer Shares will be freely transferable by the Company to or for the account of the Underwriters and the Capital Market Intermediaries and the subsequent purchasers and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the PRC or Hong Kong or the Articles of Association or other constituent or constitutive documents or the business license of the Company or any agreement or other instrument to which the Company is party; no holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of the Company's liabilities or obligations by reason of being such a holder.
- 3.2 As of the Listing Date, and, assuming the full exercise of the Over-allotment Options, as of the relevant settlement date for the Over-allotment Option Shares, the Company will have the authorized and issued share capital as set forth in the sections of each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular headed,

respectively, “Share Capital”. The share capital of the Company, including the Offer Shares, conforms to each description thereof contained in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular and each such description is complete, true and accurate and not misleading.

- 3.3 Except as disclosed in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, there are no contracts, agreements or understandings between the Company, any member of the Company and/or the Controlling Shareholders and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to a claim against the Company, any member of the Company, the Controlling Shareholders or any International Underwriter for a brokerage, commission, finder’s fee or other like payment in connection with the Global Offering or the consummation of the transactions contemplated hereby or by the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular.

4. The Underwriting Agreements and the Operative Documents

- 4.1 Each of this Agreement, the International Underwriting Agreement and the Operative Documents has been and will be duly authorized, executed and delivered by the Company and, when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Company and/or the Controlling Shareholders (where applicable), enforceable in accordance with its terms.
- 4.2 The statements set forth in the sections of each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular headed, respectively, “Structure of the Global Offering”, “Cornerstone Investors” and “Underwriting”, insofar as they purport to describe the provisions of this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made.

5. No Conflict, Compliance and Approvals

- 5.1 No member of the Group is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its memorandum and articles of association or other constituent or constitutive documents and its business license, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected, or (C) any Laws applicable to it or any of its properties or assets, except for such breach, violation or default in each cases of (B) and (C) above that would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change.
- 5.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions contemplated herein or therein, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which,

with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of any member of the Group and/or the Controlling Shareholders pursuant to (A) the memorandum and articles of association or other constituent or constitutive documents or the business license of any member of the Group, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any member of the Group is a party or by which any member of the Group or the Controlling Shareholders is bound or any of its properties or assets may be bound or affected, or (C) any Laws applicable to any member of the Group or any of their respective properties or assets.

- 5.3 All governmental authorizations from any Authority required for the Offer Shares under the Global Offering have been obtained, and approval in principle has been obtained from the listing committee of the SEHK for the listing of, and permission to deal in, the Shares on the Main Board of the SEHK and are in full force and effect.
- 5.4 Except for the final approval from the SEHK for the listing of and permission to deal in the Shares on the Main Board of the SEHK, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group, the Controlling Shareholders, or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares or the execution or delivery by the Company of this Agreement, the International Underwriting Agreement, the Operative Documents, any other document required to be executed by the Company and/or the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, or the performance by the Company or the Controlling Shareholders of their respective obligations hereunder and thereunder or the consummation of the transactions contemplated by this Agreement and the International Underwriting Agreement, the Operative Documents or any other document required to be executed by the Company and/or the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified. The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings. 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.
- 5.5 (A) No person has the right, contractual or otherwise, to cause the Company and/or the Controlling Shareholders to issue or sell to him, her or it any Shares or shares of any other capital stock of the Company, or (B) no person has any pre-emptive rights, resale rights, rights of first refusal or other rights to purchase any Shares or any other shares of the Company.
- 5.6 Except as described in each of the Application Proof, the PHIP, the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) no person has the right to act as sponsor, underwriter or financial adviser to the Company in connection with

the listing on a stock exchange or offer and sale of the Offer Shares, or (B) no person has the right, contractual or otherwise, to cause the Company and/or the Controlling Shareholders to include any Shares or any other shares of the Company in the Global Offering.

- 5.7 (A) The Company and the other members of the Group (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto; and (ii) have obtained or made and hold all Approvals and Filings under, from or with (and are in compliance with all Approvals and Filings obtained, made or held under, from or with) any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of their respective properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use their respective properties and assets and conduct their respective businesses and operations in the manner presently conducted or proposed to be conducted as described in each of the Hong Kong Prospectus, PHIP and the Preliminary Offering Circular; (B) all such Approvals and Filings contain no conditions precedent that have not been fulfilled or performed or other burdensome restrictions or conditions not described in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular; and (C) all such Approvals and Filings are valid and in full force and effect, and no member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings, and, to the knowledge of the Company, there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Approvals and Filings, or any requirements for additional Approvals and Filings which could prevent, restrict or hinder the operations of any member of the Group or cause the Company or other members of the Group to incur additional material expenditures; and (D) no governmental authorities, in its inspection, examination or audit of any member of the Group have reported findings or imposed penalties; and, with respect to any such inspection, examination or audit and to the extent applicable, all findings have been properly rectified, all penalties have been paid and all recommendations have been duly adopted in all material respects; except to the extent that failure to so comply with the applicable Laws or to so obtain or hold or comply with such Approvals and in each cases of (A) to (D) above that would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change.
- 5.8 (A) all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of 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 PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, have been obtained or made, and, no event has occurred, and no circumstance exists, which could prevent any member of the Group from obtaining or making any such Approvals and Filings so disclosed as not having been made or obtained; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness

under), or result in the creation or imposition of an Encumbrance upon any property or assets of any member of the Group and/or the Controlling Shareholders pursuant to (i) the memorandum and articles of association or other constituent or constitutive documents or the business license of any member of the Group, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any member of the Group and/or the Controlling Shareholders is a party or by which any member of the Group and/or the Controlling Shareholders is bound or any of their respective properties or assets may be bound or affected, or (iii) any Laws applicable to any member of the Group and/or the Controlling Shareholders or any of their respective properties or assets.

6. Accounts and Other Financial Information

6.1 The Reporting Accountants, whose audit report on certain consolidated financial statements of the Company is included in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, are independent public accountants as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.

6.2 (A) The audited consolidated financial statements (and the notes thereto) of the Group included in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular give a true and fair view of the consolidated financial position of the Group as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Group for the periods specified, and have been prepared in conformity with International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board, and the accounting policies of the Company have been applied on a consistent basis throughout the periods involved; and (B) all summary and selected financial data included in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Group included therein; (C) the unaudited pro forma net tangible assets (and the notes thereto) and all other pro forma financial statements, information or data, if any, included in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular have been prepared in accordance with the applicable requirements of the Listing Rules, and on the basis set out in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular and are presented on a basis consistent with the accounting principles adopted by the Company; the assumptions used in the preparation of such unaudited pro forma net tangible assets and other pro forma financial statements, information and data, if any, 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 such pro forma net tangible assets and other pro forma financial statements, information and data, if any; (D) there are no financial statements (historical or pro forma) that are required by a relevant Authority in connection with the Global Offering (including, without limitation, by the Listing Rules) to be included in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular that are not included as required; and (E) the Group does not have any liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations) that are required to be disclosed, not described in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular; and (F) there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular.

- 6.3 The prospective information included in (i) the profit forecast as set forth in the memorandum of the board of directors on profit forecast for the year ending December 31, 2025 and on working capital forecast for the period up to September 30, 2026 and (ii) the projected capital expenditures as set forth in the section of each of the Application Proof, the PHIP, the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Financial Information” (collectively, the “**Prospective Financial Information**”), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held by the Directors of the Company after due and careful inquiry and the bases and assumptions stated in the profit forecast as set forth in the memorandum of the board of directors on profit forecast for the year ending December 31, 2025 and on working capital forecast for the period up to September 30, 2026 and in accordance with the Company’s accounting policies described in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in making the profit forecast and the projected working capital of the Company for the relevant forecast periods, and (ii) reflect, for each relevant period, a reasonable forecast by the Company of the events, contingencies and circumstances described therein; (C) there are no other material facts or assumptions which ought reasonably to have been taken into account which have not been taken into account in the preparation of such memorandum; the working capital sufficiency statement set forth in the section of each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular headed “Financial Information — Liquidity and Capital Resources” has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held by the Directors of the Company; and (D) the Prospective Financial Information represents a fair and reasonable forecast by the Company of the consolidated profit attributable to the shareholders of the Company and of the projected working capital of the Group for the relevant forecast periods.
- 6.4 The statements set forth in the section of each of the Application Proof, the PHIP, the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Financial Information – Material Accounting Policies” are complete, true and accurate and not misleading and fully describe (A) accounting policies which the Company believes are the most material to the portrayal of the Group’s financial condition and results of operations (“**Material Accounting Policies**”), (B) judgments and uncertainties affecting the application of the Material Accounting Policies, and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; the Board, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Material Accounting Policies and have consulted with the Reporting Accountants with regard to such selection, application and disclosure.
- 6.5 Each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular accurately and fairly describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity or capital resources of any member of the Group and could reasonably be expected to occur, and (B) all material off balance sheet transactions, arrangements, obligations and liabilities, direct or contingent; no member of the Group 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 member of the Group, 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 member of the Group or the availability thereof or the requirements of any member of the Group for capital resources.

- 6.6 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry; (B) the Company has given to the Reporting Accountants all information that was requested by the Reporting Accountants, and no information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Application Proof, the PHIP, the Hong Kong Public Offering Documents and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and the factual contents of such information are true and accurate in all material respects and there is no other information which has not been provided the result of which would make the information so received misleading; and (C) no material information was withheld from the Reporting Accountants, the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Underwriters and the Capital Market Intermediaries for the purposes of their review of the forecasts of profit and earnings per share, the unaudited pro forma net tangible assets and all other pro forma financial statements, information or data, if any, of the Group included in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular or their review of the Company's profit forecast, cash flow and working capital projections, unaudited pro forma financial information, estimated capital expenditures and financial reporting procedures.
- 6.7 Neither the Company nor any other members of the Group has entered into any hedging transactions in relation to interest rate, foreign exchange or liquidity risk.

7. Indebtedness and Material Obligations

- 7.1 Except otherwise disclosed in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, (A) no member of the Group has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, and hire purchase commitments, or any material mortgage or charge or any material guarantee or other contingent liabilities, (B) no material outstanding indebtedness of any member of the Group has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of such member of the Group, (C) no person to whom any material indebtedness of any member of the Group that is repayable on demand is owed has demanded or threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any member of the Group or under any guarantee of any material liability of any member of the Group by reason of default of such member of Group or any other person or under any material guarantee given by any member of the Group, (E) there are no outstanding guarantees or contingent payment obligations of any member of the Group in respect of indebtedness of any party that is not any member of the Group, and (F) none of any member of the Group 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 each member of the Group do not exceed any limitation on its borrowing contained in its memorandum and articles of association or other constituent or constitutive documents or its business license (if applicable) or in any debenture or other deed or document binding upon it; (B) no member of the Group 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 consolidated accounts; (C) with respect to each of the borrowing facilities of any member of the Group which is material to such member of the Group, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) no event has occurred, and, to the best knowledge of the Company, no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) except as disclosed in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, 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 or granted to, or committed to be pledged or granted to the Company or any of the other members of the Group from or by any Authority in consequence of which the Company or the relevant member of the Group is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

8. Subsequent Events

- 8.1 Except as disclosed in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, subsequent to the date of the latest audited consolidated financial statements included in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to the Group, (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation that is material to the Group, (C) 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 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 the Group, or (E) cancelled, waived, released or discounted in whole or in part any material debt or claim, except in the ordinary course of business, (F) purchased or reduced, or agreed to purchase or reduce, its capital stock of any class, (G) declared, made or paid any dividend or distribution of any kind on its capital stock 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 clauses (A) through (G) above.
- 8.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, no member of the Group has sustained any material loss or interference with its business from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority. Subsequent to the date of the latest audited consolidated financial statements included in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, there has not been (A) any Material Adverse Change or any development, fact or event involving a prospective Material Adverse Change, (B) any transaction which is material to the Company and the other members of the Group, taken as a whole, (C)

any change in the share capital or other equity interests of any class or material outstanding indebtedness of or in any member of the Group, or (D) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any member of the Group.

- 8.3 Subsequent to the date of the latest audited consolidated financial statements included in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, there has been no material adverse change in share capital, or decreases in cash and cash equivalents of the Group as of (i) the date of this Agreement, (ii) the date of the Hong Kong Prospectus; (iii) the Price Determination Date; (iv) the Listing Date; or (v) settlement date for the Over-allotment Option Shares, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Group included in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular; (B) there has been no material adverse change in revenue or gross profit of the Group during the period from the date of the latest audited consolidated income statement of the Group to (i) the date of this Agreement, (ii) the date of the Hong Kong Prospectus; (iii) the Price Determination Date; (iv) the Listing Date; or (v) the settlement date for the Over-allotment Option Shares, as applicable, in each case as compared to the corresponding period in the preceding year.
- 8.4 Subsequent to date of the latest audited consolidated financial statements included in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, (A) each member of the Group has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature and has not assumed, acquired or incurred any liability (including contingent liability) or other obligation which is material to the Company or the Group; and (B) each member of the Group has continued to pay its creditors in the ordinary course of business.

9. Assets

- 9.1 Except as disclosed in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, (A) each of the Company and the other members of the Group has valid, good and marketable title (including, where relevant, valid granted long term land use rights and building ownership rights and real estate certificates) to all real properties, land and buildings that it purports to own and valid and good title to all personal properties and assets that it purports to own, in each case free and clear of all Encumbrances, claims, defects; and (B) each real property or building or personal property or asset, as applicable, held under lease by the Company or any of the other members of the Group is held by it under a lease in full force and effect that has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any of such leases unless such default would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change; no member of the Group is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (a) may be adverse to the rights or interests of such member of the Group under such lease, tenancy or license or (b) which may affect the rights of such member of the Group to the continued possession or use of such leased or licensed property or other asset; the right of each member of the Group to possess or use such leased or licensed property or other

asset is not subject to any unusual or onerous terms or conditions; there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by the Group; (C) the use of all properties owned or leased by any member of the Group is in accordance with its permitted use under all applicable Laws; (D) none of any member of the Group owns, operates, manages or has any other right or interest in any other real property, land or building or personal property or asset, as applicable, of any kind that is material, except as reflected in the audited consolidated financial statements of the Group included in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, and no other real properties or buildings and personal properties or assets are necessary in order for the Company and the other members of the Group to carry on the business currently conducted by the Company and the other members of the Group in the manner described in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, except for those properties and assets the absence of which would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change; and (E) any member of the Group does not have any material existing or contingent liabilities in respect of any properties previously occupied by it or in which it has owned or held any interests.

- 9.2 (A) The Company and the other members of the Group own, free of Encumbrances, or have obtained (or can obtain on reasonable terms) valid licenses for, or other rights or to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular as being owned or licensed or used by them and such rights and licenses held by the Group in any Intellectual Property comprise all the rights and licenses that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted; (B) each agreement pursuant to which the Company or any other member of the Group has obtained licenses for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the other members of the Group have complied with the terms of each such agreement which is in full force and effect, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or, to the best knowledge of each relevant member of the Group, is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement; and (C) there are no third parties who have established or, to the best of the Company’s knowledge after due and careful inquiry, will be able to establish rights to any Intellectual Property that is material to the business of the Group as currently conducted or as proposed to be conducted; (D) no member of the Group has infringed or is infringing the intellectual property of a third party, and neither the Company, nor any other member of the Group has received notice of a claim by a third party to the contrary; (E) to the best knowledge of the Company, there is no infringement by third parties of any Intellectual Property; (F) there is no pending or, to the best of the Company’s knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others challenging the Group’s rights in or to any Intellectual Property, and there are, to the best of the Company’s knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (G) there is no pending or, to the best of the Company’s knowledge after due and careful inquiry, threatened action, suit, proceeding or claim

by others challenging the validity, enforceability or scope of any Intellectual Property, and there are, to the best of the Company's knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (H) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company or any other member of the Group infringes or otherwise violates, or would, upon the commercialization of any product or service described in all of the PHIP, Hong Kong Prospectus and the Preliminary Offering Circular, if any, as under development, infringe or violate, any patent, trade or service mark, trade or service name, service name, copyright, trade secret or other proprietary rights of others, and there are, to the best of the Company's and Controlling Shareholders' knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (I) 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; and (J) 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 Hong Kong, the PRC or the U.S. having jurisdiction over intellectual property matters; except for in the cases of (B) through (J) above, as would not, and could not be reasonably expected to, individually or in aggregate, result in a Material Adverse Change.

- 9.3 (A) All computer systems, communications systems, software and hardware which are currently owned, validly licensed or used by the Company or any other member of Group (collectively, the “**Information Technology**”) collectively comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Company and the other members of the Group as currently conducted or as proposed to be conducted; (B) the Company and the other members of the Group either legally and beneficially own, or have obtained valid licenses for, or other rights to use, all of the Information Technology; (C) each agreement pursuant to which the Company or any other member of the Group has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, and the Company and the other members of the Group 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 or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any such agreement, and no member of the Group have given or received any notice to or from any party to terminate any such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Company and the other members of the Group are maintained and operated by the Group and save for such facilities validly licensed and/or used by the Group, 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; (E) in the event that the persons providing maintenance or support services for the Company and the other members of the Group with respect to the Information Technology cease or are unable to do so, the Company and the other members of the Group have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no material defects relating to the Information Technology, which have caused or might reasonably be expected to cause any substantial disruption or interruption in or to the business of the Group; (G) the Group has implemented and maintained reasonable and adequate controls, policies, procedures and safeguards customary in the the Company's industry to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including

all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) (collectively, the "**Data**") used in connection with their businesses and/or the Global Offering, and has in place procedures to prevent unauthorized access and the introduction of viruses to the Information Technology and to enable the taking and storing on-site and off-site of back-up copies of the software and data, and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same unless such breach, violation, outage, leakage or unauthorized use of or access to would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change; and (H) the Group has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the relevant member of the Group.

10. Compliance with Employment and Labor Laws

- 10.1 Except as disclosed in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, (A) no member of the Group has any material actual or contingent liability or obligation to provide housing provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person under any scheme which the Company or any other member of the Group participates in, or has participated in, or is liable to contribute any fund (collectively, the "**Retirement Benefits**"); where there are such actual or contingent liabilities or obligations, the Group has set aside sufficient funds to satisfy such liabilities or obligation, and the details of which have been disclosed in each of the Application Proof, the PHIP, the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (B) all Retirement Benefits of any past or current employee of the Group arising from their employment with the Group are fully provided for pursuant to the Laws applicable to the relevant member of the Group; (C) there are no material amounts owing or promised to any present or former directors, employees or consultants of the Group other than remuneration accrued, due or for reimbursement of business expenses; (D) no directors or senior management of the Company have given or been given notice terminating their contracts of employment; there are no proposals to terminate the employment or consultancy of any directors or senior management of the Group or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (E) the Group does not have any material undischarged liability to pay to any Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them; (F) no liability has been incurred by the Group for breach of any director's, employee's or consultant's contract of service or consultancy agreement, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of any member of the Group, unless such liability would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change; and (G) all contracts of service and consultancy agreements in relation to the employment of the employees, directors and consultants of any member of the Group are on usual and normal terms which do not and will not in any way impose any unusual or onerous obligation on the Group and all subsisting contracts of service and consultancy agreements to which any member of the Group is a party are legal, valid, binding and enforceable in accordance with their respective

terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and there are no claims pending or, to the best knowledge of the Company, threatened or capable of arising against the Group, by any employee, director, consultant or third party, in respect of any accident or injury not fully covered by insurance; each member of the Group has, in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants), complied in all material respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of services, employment or consultancy.

- 10.2 (A) There is (i) no dispute with the Directors and no strike, labor dispute, slowdown or stoppage or other conflict with the employees of any member of the Group pending or, to the best of the Company's knowledge after due and careful inquiry, imminent or threatened against any member of the Group, and (ii) no union representation dispute currently existing concerning the employees of any member of the Group, and (iii) to the best of the Company's knowledge after due and careful inquiry, no existing, imminent or threatened labor disturbance by the employees of any of the principal suppliers, contractors or customers of any member of the Group, and (B) except as disclosed in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, each of the Company and the other members of the Group is in compliance in all material respects with the labor and employment Laws of Hong Kong, the PRC or any relevant jurisdiction by any member of the Group.

11. Compliance with Environmental Laws

- 11.1 (A) The Company and the other members of the Group and their respective properties, assets and operations are in compliance with, and the Company and each of the other members of the Group have obtained or made and hold and are in compliance with all Approvals and Filings required under, any and all applicable Environmental Laws (as defined below) in all material respects; (B) there are no past, present or, to the best of the Company's knowledge after due and careful inquiry, 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 member of the Group under, or to interfere with or prevent compliance by any member of the Group with, Environmental Laws; (C) no member of the Group 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 of the Company's knowledge after due and careful inquiry, threatened action, suit, proceeding or claim, 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), which would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change; as used herein, "**Environmental Laws**" means any national, provincial, municipal or other local or foreign law, statute, ordinance, rule, regulation, order, notice, directive, decree, judgment, injunction, permit, license, authorization or other binding requirement, or common law, relating to health, safety, the environment (including, without limitation, the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and "**Hazardous Materials**" means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law.

12. Cyber Security and Data Protection

- 12.1 (i) The Company and the other members of the Group have complied and are presently in compliance with all internal and external privacy policies and information notices, contractual obligations, industry standards, regulatory guidelines, applicable Laws, relating to the collection, use, transfer, import, export, storage, protection, disposal, disclosure and any other processing by any member of the Group of all Information Technology and Data (“**Data Security Obligations**”) in all material respects, (ii) except as disclosed in the Application Proof, the PHIP, the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Company or other member of the Group has received any notification of or complaint regarding, or is aware of any other facts that, individually or in the aggregate, would reasonably indicate, noncompliance by any of them with any Data Security Obligation in any material respect, (iii) to the Company’s knowledge, there is no action, suit or proceeding by or before any court or Authority pending or, to the best knowledge of the Company, threatened, alleging any member of the Group’s non-compliance with any Data Security Obligation, (iv) without limiting the foregoing, the Company and each of the member of the Group have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cybersecurity and data protection controls, policies and procedures with respect to the Company’s industry, that are designed to protect against and prevent breach, destruction, loss, unauthorized or unlawful distribution, use, access, disablement, leakage, misappropriation or modification, or other compromise or misuse of or relating to any Data used in connection with the operation of the Company’s or any of the member of the Group’s businesses and/or the Global Offering (“**Breach**”), and (v) except as disclosed in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, there has been no such Breach, and neither the Company, the Controlling Shareholders, or any of the member of the Group has been notified of or has any knowledge of any event or condition that would reasonably be expected to result in, any such Breach.
- 12.2 (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 (“**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) except as disclosed in the PHIP, the Hong Kong Prospectus, the Preliminary Offering Circular, no member of the Group is the subject of any investigation, or has received any complaint, inquiry, letter, notice, warning or sanction from the Cyberspace Administration of the PRC (the “**CAC**”), or is a party to or affected by any pending or, threatened action, suit, or proceeding or claim involving the CAC or is bound by any judgment, decree or order in each case relating to cybersecurity, data privacy, confidentiality or archive administration, or any alleged violation of any Data Protection Laws, or prohibiting the transfer of data to a place outside the relevant jurisdiction or any cybersecurity review by the CAC, the CSRC, or any applicable Authority; (iv) 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, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data; (v) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any other member of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there; (vi) except as disclosed in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, 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); (vii) the Company and other members of the Group are 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 applicable Authority on the Company or any other member of the Group or any of their respective directors, officers and, to the best knowledge of the Company, employees; (viii) the Company, the Controlling Shareholders and other members of the Group are not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company, the Controlling Shareholders or any other member of the Group or any of their respective directors, officers and, to the best knowledge of the Company, employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (ix) 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 applicable Authority.

13. Insurance

- 13.1 The Company and each of the other members of the Group maintain such insurance, if any, as the Company or such member of the Group reasonably deems adequate, covering their respective businesses, operations, properties, assets and personnel in the amounts as the Company or such member of the Group reasonably deems adequate; such insurance insures against such losses and risks to an extent which is prudent in accordance with customary industry practice to protect the Company and the other members of the Group and their respective businesses; all such insurance is in full force and effect; the Company and the other members of the Group are in compliance with the terms of all such insurance and there are no claims by the Company or any of the other members of the Group under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause; neither the Company nor any of the other members of the Group has any reason to believe that it will not be able to renew any such insurance as and when such insurance expires from similar insurers as may be necessary to continue its business at a cost that would not result in a Material Adverse Change to the Company and each member of the Group; neither the Company nor any of the other members of the Group has been refused any insurance coverage sought or applied for. The description of the Company's insurance coverage contained in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular is true, accurate, complete and not misleading.

14. Internal Controls

- 14.1 Each of the Company and the other members of the Group has established and maintains and evaluates a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization, (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to Authorities as and when required by them and financial statements in compliance with IFRS and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorization, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences, (E) each of the Company and the other members of the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRSs, and (F) the Directors are able to make a proper assessment of

the financial position, results of operations and prospects of the Company and the other members of the Group, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; and (G) the Company's current management information and accounting control system has been in operation for at least three years during which neither the Company nor any other members of the Group has experienced any difficulties with regard to clauses (A) through (F) above; there are no material weaknesses or significant deficiencies in the Company's internal controls over accounting and financial reporting and no changes in the Company's internal controls over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Company's internal controls over accounting and financial reporting.

- 14.2 Each of the Company and the other members of the Group has established and maintains and evaluates disclosure and corporate governance controls and procedures that are designed to ensure that (A) material information relating to the Company or any other member of the Group is made known in a timely manner to the Company's Board and management by others within those entities, and (B) the Company and its Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance and the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the PRC Companies Law and any other applicable Law, including, without limitation, the requirements of the Listing Rules and the Securities and Futures Ordinance on disclosure of price-sensitive information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term **"disclosure and corporate governance controls and procedures"** means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, price-sensitive information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarized and reported, in a timely manner and in any event within the time period required by applicable Law and they are effective to perform the functions for which they are established, the implementation of which is properly monitored).
- 14.3 Any issues identified and as disclosed in any internal controls 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 no such issues have materially adversely affected, or could reasonably be expected to materially adversely affect, such controls and procedures or such ability to comply with all applicable Laws. There are no material weaknesses in the Company's internal controls that have been identified and there has been no changes in the Company's internal control system or other factors that have materially affected the Company's internal control systems.
- 14.4 The statutory books, books of account and other records of each of the Company and any other member of the Group are in its possession, up-to-date and contain complete

and accurate records as required by Law to be dealt with in such books and no notice or allegation that any of these books or records is incorrect or should be rectified has been received; all accounts, documents and returns required by Law to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other relevant Authority in any jurisdiction have been duly and correctly delivered or made.

15. Compliance with Bribery, Anti-Money Laundering and Sanctions Laws

- 15.1 (A) None of the Company, and its affiliates, or any supervisor, director, officer, or employee thereof, nor, to the best knowledge of the Company, and other members of the Group, employees, any agent, affiliate or representative of the Company or any of its affiliates or anyone acting on their behalf (collectively, the "**Group Relevant Persons**"), is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, the subject or target of any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons (i) is located, organized or resident in a country or territory that is the subject or target of any Sanctions Laws and Regulations (at the time of this Agreement being, the Crimea region, the territory of the Donetsk, Kherson, Luhansk and Zaporizhzhia regions, Cuba, Iran, North Korea, and Syria (each a "**Sanctioned Country**")), (ii) except as disclosed in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, undertakes any transactions, or has any connections, with or in any Sanctioned Country or with any Person that is the subject or target of any Sanctions Laws and Regulations or any Person in those countries or territories or involving performing contracts in support of projects in or for the benefit of those countries or territories, or (iii) is engaged in any activities that are reasonably likely to result in its designation as a target of Sanctions Laws and Regulations ("**Sanctionable Activities**"); (C) the Company will use the proceeds from the Global Offering exclusively in the manner set forth in each of the Offering Documents in the section headed "Future Plans and Use of Proceeds," and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds (i) to any subsidiary, branch, joint venture partner or other Person for the purpose of financing or facilitating any activities or business of, with or in any Sanctioned Country or of or with any Person that is at the time of the financing or facilitating the subject or the target of any Sanctions Laws and Regulations, (ii) to fund or facilitate any activities or business in any Sanctioned Countries, or (iii) in any other manner that will result in a violation of Sanctions Laws and Regulations or involve any Sanctionable Activity under the Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering, whether as International Underwriter, Hong Kong Underwriter, adviser, investor or otherwise); (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the International Underwriting Agreement or the Operative Documents, the consummation of any other transaction contemplated hereby and thereby, or the provision of services contemplated by this Agreement, the International Underwriting Agreement or the Operative Documents to the Company will result in a violation (including by any Person participating in the sale of the Offer Shares, whether as underwriter, adviser, investor or otherwise) of any of the Sanctions Laws and Regulations; (E) each of the Company and the other members of the Group has instituted and will maintain policies and procedures which are designed to ensure continued compliance with the Sanctions Laws and Regulations; (F) each of the Company and the other members of the Group is in compliance with all sanctions, export control and import laws and regulations in the U.S., China and other countries, including the U.S. Export Administration Regulations (the "**EAR**"), the U.S. Customs regulations, and various economic sanctions regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**"); (G) all items of the Company and the other members of the Group are not subject to the EAR as defined at 15 CFR §734.2, and therefore can be provided to individuals and entities

included on the U.S. Commerce Department's Bureau of Industry and Security's ("**BIS**") restricted party lists including the Denied Persons List and Entity List without violating the EAR; (H) the Company and the other members of the Group covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (I) for the past ten years, except as disclosed in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, the Group Relevant Persons have not engaged in, are not now engaged in, and will not engage in, any dealings or transactions directly or indirectly with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the target of any Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations; as used herein, "**Sanctions Laws and Regulations**" means (i) any U.S. sanctions or export control laws and regulations administered or enforced by the U.S. government, including, but not limited to, OFAC, BIS or the U.S. Department of State, including, without limitation, designation on the Specially Designated National or Blocked Person ("**SDN**") List, the Chinese Military Industrial Complex Companies ("**CMIC**") List, the Entity List, or the Military End User List, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. Export Control Reform Act, the U.S. Countering America's Adversaries Through Sanctions Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, or the United States Iran Sanctions Act of 2006, the Comprehensive Iran Sanctions Accountability and Divestment Act or the U.S. Iran Threat Reduction and Syria Human Rights Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Hong Kong Monetary Authority, or other relevant sanctions authorities or other relevant sanctions or export control authority of any Authority, or any orders or licenses publicly issued under the authority of any of the foregoing.

- 15.2 None of the Company, any other member of the Group and their respective officers, directors, nor, to the best knowledge of the Company, employees, affiliates, agents and representatives, in each case acting for or on behalf of the Company or other member of the Group or has, directly or indirectly, offered, paid, made, promised to pay or authorized (A) the payment of any money or the giving of anything of value to any official, employee, agent, representative or any other person acting in an official capacity for any Government Entity (as defined below), to any political party or official thereof or to any candidate for public office, any member of a royal or ruling family, or immediate family members and close associates of all parties mentioned above (each a "**Government Official**") or to any person under circumstances where a Group Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the offer, authorization, promise to pay, payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of the United States, Hong Kong, PRC or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of any of the Company or the other members of the Group; without prejudice to the foregoing, none of the Company, any other member of the Group and their respective officers, directors, nor, to the best knowledge of the Company, employees, affiliates, agents and representatives, in each case acting for or on behalf of the Company or other member

of the Group has violated or is in violation of Anti-Corruption Laws (as used here, "**Anti-Corruption Laws**" means including, but not limited 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 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 ("**FCPA**"), as amended, the UK Bribery Act of 2010, as amended, and the rules and regulations thereunder, or any other Law of similar purpose and scope); the Company and the other members of the Group have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced and will continue to maintain and enforce policies and procedures designed to promote and achieve compliance with Anti-Corruption Laws and with the representations and warranties contained herein; and no action, suit, proceeding, investigation or inquiry by or before any Government Entity involving the Company or any other member of the Group or their respective businesses with respect to Anti-Corruption Laws is pending or, to the best knowledge of the Company, threatened; as used herein, "**Government Entity**" means any national government, political subdivision thereof, or local jurisdiction therein, any department, board, commission, court, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, a judicial body or a public international organization, a body that exercises regulatory authority over any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or Hong Kong Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.

- 15.3 None of the Company, any other member of the Group and their respective officers, directors, nor, to the best knowledge of the Company, employees, affiliates, agents and representatives, in each case acting for or on behalf of the Company or other member of the Group has, directly or indirectly, received or authorized the receipt of the payment of any money or the gift of anything of value from any supplier of products or services, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries to procure or increase the procurement of products or services; or (B) prohibited under any applicable Law of the United States, Hong Kong, PRC or any other jurisdiction; and each of the Company and the other members of the Group maintains and has implemented adequate internal controls and procedures that are designed to detect and prevent any such receipt of payment or gift of anything of value.
- 15.4 The operations of the Company and the other members of the Group are, and at all times have been, conducted in compliance with applicable financial record-keeping, reporting and all other requirements of the anti-money laundering laws, regulations or government guidance regarding anti-money laundering, and international anti-money laundering principles or procedures of Hong Kong, PRC, the United States, and the United Kingdom, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Government Entity, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing Ordinance. (As used herein, "**Anti-Money Laundering Laws**" refers to all applicable anti-money laundering Laws, regulations or government guidance regarding anti-money laundering, and international anti-money laundering principals or procedures, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority of all applicable jurisdictions, including, without limitation, the U.S. Bank Secrecy Act, the USA PATRIOT Act, the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, the FCPA, and the United Kingdom Bribery Act of 2010, as amended, the Anti-Money Laundering and Counter-

Terrorist Financing (Financial Institutions) Ordinance (Cap. 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, and the applicable rules and regulations thereunder.); each of the Company and the other members of the Group has instituted, maintained and enforced and will continue to maintain and enforce policies and procedures which are designed to ensure continued compliance with the Anti-Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Government Entity involving the Company or any other member of the Group or their respective businesses with respect to Anti-Money Laundering Laws is pending or threatened.

- 15.5 With respect to Executive Order 14105 and its implementing regulations addressing US Investments in Certain National Security Technologies and Products in Countries of Concern at 31 CFR Part 850 (the "**Outbound Investment Regulations**"), issued by the Investment Security Office of the US Department of Treasury to impose certain prohibitions and notification requirements for US persons who engage in specified transactions: (A) each of the Company, the Controlling Shareholders and other members of the Group acknowledges that none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Legal Managers, the Underwriters and the Capital Market Intermediaries has advised it on any aspect of compliance with the Outbound Investment Regulations as it has sought its own advice on related issues; (B) none of the Company, any Controlling Shareholder or any other members of the Group is a "covered foreign person" (as defined at 31 C.F.R. § 850.209), directly or indirectly, engaged in or directing "covered activity" (as defined at 31 C.F.R. § 850.208) ("**Covered Activity**"); and (C) the Company does not have any joint venture that engages in or plans to engage in any Covered Activity; the Company also does not, directly or indirectly, hold a board seat on, have a voting or equity interest, or have any contractual power to direct or cause the direction of the management or policies of any person or persons that engages or plans to engage in any Covered Activity. The performance by any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Legal Managers, the Underwriters and the Capital Market Intermediaries of this Agreement and the International Underwriting Agreement does not and will not constitute a "covered transaction" (as defined at 31 C.F.R. § 850.210), regardless of whether such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Legal Manager, Underwriter or Capital Market Intermediary is considered a "U.S. Person" (as defined at 31 C.F.R. § 850.229).

16. Experts

- 16.1 Each of the Reporting Accountants, the Industry Consultant and other experts so named in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular (the "**Experts**") is independent of the Company and/or the Controlling Shareholders (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free of any conflict of interest and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular.
- 16.2 (A) The factual contents of the reports, opinions, letters or certificates of each of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and other Experts and any legal or professional advisers for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, none of the Company and the

Directors disagrees with any aspects of such reports, opinions, letters or certificates, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry; and (B) no material information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, or any other Experts or any legal or professional adviser for the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular) and all information given to each of the foregoing persons for such purposes was given or, as the case may be, will be given in good faith, was consistent with the Joint Sponsors' knowledge of the Company, its business and its business plans and there is no other information which has not been provided the result of which would make the information so received misleading or might reasonably have affected the contents of any of such report.

17. Provision of Information

- 17.1 The Company (including, without limitation, agents and representatives, other than the Underwriters and the Capital Market Intermediaries in their capacity as such) (A) has not, without the consent of the Joint Global Coordinators and the Overall Coordinators, made, used, prepared, authorized, approved or referred to any Supplemental Offering Material and (B) will not, without the consent of the Joint Global Coordinators and the Overall Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Material.
- 17.2 None of the Company, any other member of the Group and/or the Controlling Shareholders, any of their respective directors, officers, employees, affiliates and/or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided 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 PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst.

18. Forward-looking Statements and Statistical or Market Data

- 18.1 All statistical or market-related or operational data included in each the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular that come from the Company have been derived from the records of the Company and the other members of the Group using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were provided; all statistical or market-related data included in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular that come from sources other than the Company are based on or derived from sources described therein which the Company reasonably believe in good faith to be 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.

19. Material Contracts and Connected Transactions

- 19.1 All contracts or agreements which are required to be disclosed as material contracts in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been so disclosed and filed, in their entirety, without omission or redaction unless

a certificate of exemption has been granted by the SFC; no material contracts which have not been so disclosed and filed will, without the written consent of the Joint Sponsors, the Joint Global Coordinators and the Overall Coordinators, be entered into, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date; neither the Company or any other member of the Group, nor any other party to any material contract, has sent or received any communication regarding termination of, or intent not to renew, any such material contract, and no such termination or non-renewal has been threatened by the Company or any other member of the Group or, to the Company's knowledge, any other party to any such material contract.

- 19.2 Each of the contracts listed as being material contracts in the section of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular headed "*Appendix VI – Statutory and General Information – Further Information About Our Business – Summary of Material Contracts*" has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms under applicable or governing Laws.
- 19.3 None of the Company or any other members of the Group has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms within six months after the date it was entered into or undertaken or is incapable of termination by either the Company, or any other member of the Group (as relevant) on six months' notice or less).
- 19.4 None of the Company or any other members of the Group is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction.
- 19.5 Neither the Company nor any of the other members of the Group is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
- 19.6 None of the Company or any of the other members of the Group is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any of the other members of the Group has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
- 19.7 In respect of the connected transactions (as defined in the Listing Rules) of the Company (the "**Connected Transactions**"), (A) the statements set forth in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular relating to the Connected Transactions are complete, true and accurate, and there are no facts or matters the omission of which would make any such statements misleading, and there are no other Connected Transactions which have not been disclosed in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular; (B) all information (including, without limitation, 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 the Company to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Underwriters, the Capital Market Intermediaries, the

Reporting Accountants and legal and professional advisers to the Underwriters and the Capital Market Intermediaries, the SEHK, the CSRC and/or the SFC was so disclosed or made available in full and in good faith and, except as subsequently disclosed in both the Hong Kong Public Offering Documents and Preliminary Offering Circular or notified to the SEHK, the CSRC and/or the SFC, was and remains complete, true and accurate, and there is no other information which has not been provided the result of which would make the information so received misleading; (C) the Connected Transactions disclosed in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular have been entered into and carried out, and will be carried out, in the ordinary course of business and on normal commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including, without limitation, the independent non-executive Directors, in coming to their view have made due and proper inquiries and investigations of such Connected Transactions; (D) the Company has complied with, and will continue to comply with the terms of the Connected Transactions disclosed in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular so long as the agreement or arrangement relating thereto is in effect, and shall inform the Joint Sponsors, the Joint Global Coordinators and the Overall Coordinators promptly should there be any breach of any such terms before or after the listing of the Shares on the SEHK; (E) each of the Connected Transactions and related agreements and undertakings as disclosed in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and is in full force and effect; (F) each of the Connected Transactions disclosed in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular was and will be carried out by the Group in compliance with all applicable Laws.

- 19.8 No indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts with current directors, supervisors or officers of the Company or of any other member of the Group) is or will be outstanding between the Company or the relevant member of the Group, on the one hand, and any substantial shareholder, promoter or supervisor or any current or former director or any officer of the Company or of the relevant member of the Group, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand.
- 19.9 Neither the Controlling Shareholders nor any of the Directors or officers of the Company (or its associates), 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 the Company or other members of the Group to the extent that there could be a conflict of interests between such director, officer or Controlling Shareholder, as the case may be, or any of his, her or its associates and the general body of shareholders of the Company, nor is any director or officer of the Company (or its associates) or the Controlling Shareholders, either alone or in conjunction with or on behalf of any other person, interested in any business that competes or is likely to compete, directly or indirectly, with the business of any member of the Group, nor is the Controlling Shareholders or any of the Directors interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to either the Company or any other member of the Group. Neither the Controlling Shareholders or any of the Directors, nor any of their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with the Company or any other member of the Group which is subsisting on the Listing Date which is material in relation to the business of the Group.

- 19.10 All the interests or short positions of each of the Directors in the Shares, underlying shares and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the SEHK pursuant to Divisions 7 and 8 of Part XV of such Ordinance, or which will be required pursuant to section 352 of such Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the SEHK pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, and in any assets which, in the two years preceding the date of the Hong Kong Prospectus, have been acquired or disposed of by, or leased to, the Company or its Subsidiaries, are fully, completely and accurately disclosed in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular.

20. Historical Changes

- 20.1 The descriptions of the events, transactions and documents (the “**Historical Changes Documents**”) relating to the transfers and changes in the share capital of the Company (the “**Historical Changes**”) and the corporate structure charts as set forth in the sections of each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular headed, respectively, “History, Development and Corporate Structure” and “Appendix VI — Statutory and General Information” are complete, true and accurate in all material respects and not misleading.
- 20.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 20.3 The Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any of its Subsidiaries pursuant to (A) the articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any of its Subsidiaries, (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which any of the Company or any of its Subsidiaries is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to any of the Company or any of its Subsidiaries or any of their respective properties or assets, except for such breach, violation or default in each cases of (B) and (C) above that would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change.
- 20.4 Neither the Historical Changes nor the execution, delivery and performance of any of the Historical Changes Documents (A) resulted in the creation or imposition of any pledge, charge, lien, mortgage, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights similar to the foregoing upon any assets of the Company or any of its Subsidiaries, except as disclosed in the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, or (B) has rendered the Company or any of its Subsidiaries liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountants’ Report was prepared by the Reporting Accountants or

otherwise described in the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular.

- 20.5 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over the Company or any of its Subsidiaries or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular; each of the approvals, licenses, consents, authorizations, certificates and permits granted by the relevant Authority to the Company or any of its Subsidiaries prior to the Historical Changes and are necessary for the operation of the Group has been validly and legally transferred, renewed, maintained or assumed following the Historical Changes; and neither the Company nor any of its Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings.
- 20.6 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other material documents or agreements, written or oral, that have been entered into by the Company or any of its Subsidiaries in connection with the Historical Changes which have not been previously provided, or made available, to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular.
- 20.7 The Pre-IPO Investments in the Company are in compliance with the applicable Guide for New Listing Applicants issued and updated by the Stock Exchange.

21. Taxation

- 21.1 All returns, reports or filings required to be filed by or in respect of the Company or any other members of the Group for Taxation purposes have been duly and timely filed and all such returns, reports or filings are up to date and are complete, true and accurate in all material respects and not misleading and prepared on a proper basis and are not the subject of any dispute with any taxing or other Authority and to the best of the Company's knowledge after due and careful inquiry, there are no circumstances giving rise to any such dispute; all Taxes due or claimed to be due from the Company and each of the other members of the Group have been duly and timely paid; there is no deficiency for any Taxes of any amount that has been asserted against the Company or any of the other members of the Group; the provisions included in the audited consolidated financial statements as set forth in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular included appropriate provisions required under IFRS for all Taxes in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any of the other members of the Group was then or could reasonably be expected thereafter to become or has become liable; the statements set forth in the

section of each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular headed “Financial Information” insofar as they purport to describe the Group’s taxation are complete, true and accurate in all material respects and not misleading and there are no other facts known or which could have been known to the Directors, the omission of which would make any such information misleading. Neither the Company nor any other member of the Group has any knowledge of any material tax delinquency or has any knowledge of any material tax deficiency which might be assessed against any of them.

- 21.2 Each of the waivers and other relief, concession and preferential treatment relating to Taxes granted to the Company or any of the other members of the Group by any Authority is valid and in full force and effect, and does not and will not conflict with, or result in a breach or violation of, or constitute a default under any applicable Law.
- 21.3 Except as described in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxes and no capital gains, income, goods and services tax, value added tax, business tax, withholding or other Taxes are payable by or on behalf of the Company or any of the other members of the Group in Hong Kong, the PRC, or any other jurisdiction (as the case may be), or to any taxing or other Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement and the International Underwriting Agreement and the Operative Agreements, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, allotment, issue, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters and the Capital Market Intermediaries contemplated in the Hong Kong Prospectus, (D) the offer, allotment, issue, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters and the Capital Market Intermediaries or purchasers procured by the International Underwriters and the Capital Market Intermediaries in the manner contemplated in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the HKSCC.
- 21.4 All amounts payable by the Company in respect of the Offer Shares shall be made free and clear of and without deduction for or on account of any Taxes imposed, assessed or levied by the PRC, Hong Kong or any other jurisdiction or any Authority thereof or therein.
- 21.5 Neither the Company nor any other member of the Group has been or is currently the subject of an enquiry into transfer pricing by any Taxation Authority and no Taxation Authority has indicated any intention to commence any such enquiry and there are no circumstances likely to give rise to any such enquiry.

22. Dividends

- 22.1 Except as disclosed in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the H Shares to the shareholders of the Company may, under the Laws of the PRC, be payable in foreign currency and freely paid and transferred out of the PRC without the necessity of obtaining or making any Approvals and Filings of or with any PRC Authority, and are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the applicable Laws of Hong Kong, the PRC or any taxing or other Authority thereof or therein.
- 22.2 No member of the Group is currently prohibited, directly or indirectly, from paying any

dividends to the Company, from making any other distribution on the capital stock or other equity interests of or in such member of the Group, from repaying to the Company any loans or advances to such member of the Group from the Company or from transferring any of the properties or assets of such member of the Group to the Company or any other member of the Group.

23. Litigation and Other Proceedings

23.1 Except as disclosed in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, there are (A) no actions, suits, proceedings, investigations or inquiries under any Laws or by or before any Authority pending or, to the best of the Company's and/or the Controlling Shareholders' knowledge after due and careful inquiry, threatened or contemplated to which any member of the Group and/or the Controlling Shareholders or any of their respective supervisors, 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, whether or not arising from transactions in the ordinary course of business, and there are no circumstances likely to give rise to any such, actions, suits, proceedings, investigations or inquiries, except to the extent that such actions, suits, proceedings, investigations or inquiries would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change; (B) no Law that has been enacted, adopted or issued or, to the best of the Company's and/or the Controlling Shareholders' knowledge after due and careful inquiry, that has been proposed by any Authority which would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change, and (C) no judgment, decree or order of any Authority, which, in any such case described in clause (A), (B) or (C) above, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Change or materially and adversely affect the power or ability of the Company and/or the Controlling Shareholders to perform its obligations under this Agreement and the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement and the International Underwriting Agreement or otherwise materially and adversely affect the Global Offering, or are required to be described in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular but are not so described. There are no other circumstances known to the Company, any member of the Group, the Controlling Shareholders, the Directors or any of them which are likely to give rise to any such actions, suits, proceedings, investigations or inquiries. None of the Company, the Controlling Shareholders nor any other member of the Group has received notice of any actual or potential liability under any applicable Law.

23.2 None of the Company, the Controlling Shareholders and the other members of the Group, nor any person acting on behalf of any of them, has taken any action to (A) wind up, liquidate, dissolve, make dormant or eliminate or declare insolvent any member of the Group and/or the Corporate Controlling Shareholders or (B) withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group, the Corporate Controlling Shareholders, or any of their properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any member of the Group and/or the Corporate Controlling Shareholders; or (C) forestall the completion of the Global Offering; and otherwise no winding up or liquidation proceedings have been commenced against the Company, any other member of the Group and/or the Corporate Controlling Shareholders, and no proceedings have been commenced for the purpose of, and no judgment has been rendered, declaring the Company, any other member of the Group and/or the Corporate Controlling Shareholders bankrupt or in an

insolvency proceeding; to the best knowledge of the Company and the Controlling Shareholders, no winding up or liquidation proceedings have been threatened against the Company, any other member of the Group and/or the Corporate Controlling Shareholders.

- 23.3 No member of the Group nor any of the Controlling Shareholders which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.
- 23.4 No member of the Group nor any of the Controlling Shareholders has stopped or suspended payments of its debts, become unable to pay its debts or otherwise become insolvent.

24. Market Conduct

- 24.1 Save for the appointment of the stabilizing manager of the Global Offering as disclosed in each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Company, and the other members of the Group and their respective supervisors, directors, officers, employees, agents, or 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 Joint Global Coordinators and the Overall Coordinators have notified the Company that all of the International Offer Shares have been sold by the International Underwriters and the Capital Market Intermediary, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the SEHK, the SFC or any other Authority including those in relation to bookbuilding and placing activities.
- 24.2 Save for the appointment of the stabilizing manager and the granting of the Over-allotment Option, none of the Company, and the other members of the Group and their respective supervisors, directors, officers, employees, agents, or 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 or which has constituted or which might reasonably be expected to cause or result in stabilization (save for the stabilization contemplated under this Agreement) 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 and the Capital Market Intermediaries or any person acting for them 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.

25. Immunity

- 25.1 Under the applicable Laws of the jurisdiction of incorporation of each member of the Group, none of the Company, the Controlling Shareholders, or the other members of the Group, nor any of their properties, assets or revenues is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action,

suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award.

- 25.2 The irrevocable and unconditional waiver and agreement of the Company and the Controlling Shareholders in Section 15.6 of this Agreement not to plead or claim any immunity (on the grounds of sovereignty or crown status or otherwise) in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of the Company under the Laws of Hong Kong and/or the PRC.

26. Choice of law and dispute resolution

- 26.1 The choice of law provisions set forth in this Agreement do not contravene the Laws of the PRC and Hong Kong and will be recognized and given effect to by the courts of the PRC and Hong Kong; the Company and the Controlling Shareholders can sue and be sued in its own name under the Laws of the PRC and Hong Kong; the waiver of immunity on the grounds of sovereignty or crown status or otherwise do not contravene the Laws of the PRC and Hong Kong and will be recognized and given effect to by the courts of the PRC and Hong Kong; the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong do not contravene the Laws of the PRC and are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong; service of process effected in the manner set forth in this Agreement will be effective to confer valid personal jurisdiction over the Company and the Controlling Shareholders; the arbitration agreement contained in this Agreement is a valid and effective agreement by the Company and the Controlling Shareholders to submit to arbitration; the agreement that each party to this Agreement shall defer any dispute to arbitration, and the agreement that the arbitration agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company and the Controlling Shareholders under this Agreement will be recognized and enforced by the courts of the PRC and Hong Kong subject to the uncertainty as disclosed in the section of each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular.

- 26.2 It is not necessary under the Laws of Hong Kong or the PRC that any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Underwriters and the Capital Market Intermediaries (other than those incorporated or organized 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 (A) 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 (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

27. Professional Investor

- 27.1 The Company has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 7 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean “the Company” and “the Controlling

Shareholders”, and “we” or “us” or “our” shall mean the Joint Sponsors, the Joint Global Coordinators and the Overall Coordinators (on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries).

28. No Other Arrangements relating to Sale of Offer Shares

- 28.1 Except pursuant to this Agreement and the International Underwriting Agreement, none of the Company, any of the other members of the Group or the Controlling Shareholders 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, the International Underwriting Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular.
- 28.2 None the Company, any of the other members of the Group or the Controlling Shareholders has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement and the International Underwriting Agreement, and Cornerstone Investment Agreements. None of the investment commitments by the Cornerstone Investors under the Cornerstone Investor Agreements have been, or will be, reduced, withdrawn, terminated, cancelled or otherwise not fulfilled.
- 28.3 Neither the Company, any of the members of the Group or any of their respective directors nor any Controlling Shareholders, has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the PHIP, the Hong Kong Public Offering Documents and the Preliminary Offering Circular. No member of the Group nor any director, officer, or, to the best knowledge of the Company, agent, employee or affiliate of any member of the Group is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the PHIP, the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

29. United States Aspects

- 29.1 None of the Company, the Controlling Shareholders and their respective “Affiliates” (within the meaning of Rule 501(b) under the Securities Act) (collectively, “**Affiliates**” and each, an “**Affiliate**”) or any person acting on behalf of any of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of (i) any “general solicitation or general advertising” within the meaning of Rule 502(c) under the Securities Act or any other conduct involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) any “directed selling efforts” within the meaning of Rule 902 under the Securities Act; each of the Company, the Controlling Shareholders and their respective Affiliates and any person acting on its or their behalf has complied with the offering restrictions requirement of under Rule 903 of the Securities Act.
- 29.2 None of the Company, any of its Subsidiaries, the Controlling Shareholders, their respective Affiliates nor any other person acting on behalf of the foregoing has offered or sold to any person any Shares or any securities of the same or a similar class as the Shares other than the Offer Shares offered or sold to the International Underwriters and

the Capital Market Intermediaries; each of the Company, the Controlling Shareholders and their respective Affiliates will take reasonable precautions to ensure that any offer or sale, direct or indirect, in the United States or to any U.S. person (as defined in Rule 902 under the Securities Act) or otherwise of any Shares or any substantially similar security issued by the Company, is made under restrictions and other circumstances so as not to affect the status of the offer or sale of the Offer Shares in the United States and to U.S. persons or otherwise contemplated by this Agreement as transactions exempt from the registration provisions of the Securities Act.

- 29.3 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters, the Overall Coordinators, or the Joint Global Coordinators in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Application Proof, the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular. None of the Company and its affiliates nor any person acting on behalf of any of them has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act.
- 29.4 For so long as any Offer Shares are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, during any period in which the Company is not subject to Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, the Company will, for the benefit of the holders or beneficial owners from time to time of Offer Shares, furnish at its expense, upon request, to holders or beneficial owners of such Offer Shares and prospective purchasers of securities information satisfying the requirements of subsection (d)(4)(i) of Rule 144A under the Securities Act.
- 29.5 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.
- 29.6 There is no “substantial U.S. market interest” within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.

30. Cornerstone Investment

- 30.1 Pursuant to Chapter 4.15 of the Guide for the New Listing Applicants published by the Stock Exchange, no preferential treatment has been, nor will be, given to any place or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche.

31. Certificates from Officers

- 31.1 Any certificate signed by any officer, director or representative of the Company and delivered to the Joint Global Coordinators, the Overall Coordinators, the Joint Sponsors or any Underwriter or Capital Market Intermediary, or any counsel for the Underwriters or the Capital Market Intermediaries in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Joint Sponsors and each Joint Global Coordinators, Overall Coordinator, Underwriter and Capital Market Intermediary.

Part B: Representations and Warranties of the Controlling Shareholders

1. DUE INCORPORATION AND VALID EXISTENCE

- 1.1 Each of Shanghai Rujia Enterprise Management Partnership (Limited Partnership), Shanghai Jinlin Enterprise Management Partnership (Limited Partnership), Shanghai Chushui Yanguan Enterprise Management Partnership (Limited Partnership), Shanghai Miaolong Enterprise Management Partnership (Limited Partnership), Shanghai Fengwulin Enterprise Management Partnership (Limited Partnership), Shanghai Yingzhi Enterprise Management Partnership (Limited Partnership) and Shanghai Yehe Enterprise Management Partnership (Limited Partnership) (collectively, the “**Corporate Controlling Shareholders**”) has been duly incorporated and is validly existing as a corporation in good standing under the Laws of the PRC.
- 1.2 The articles of association and other constituent or constitutive documents of each of Corporate Controlling Shareholders comply with the requirements of the Laws of the PRC, and are in full force and effect.
- 1.3 Each of the Controlling Shareholders has the requisite power and authority and/or legal capacity, as the case may be, to enter into and perform his/her/its obligations under this Agreement, the International Underwriting Agreement and each of the Operating Documents to which he/she/it is a party.
- 1.4 Each of this Agreement, the International Underwriting Agreement and the Operative Documents to which the Controlling Shareholders or any one of them is a party and any other document required to be executed by the Controlling Shareholders or any one of them pursuant to the provisions of this Agreement, the International Underwriting Agreement or any of the Operative Documents has been duly authorized, executed and delivered by the relevant Controlling Shareholder and when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the relevant Controlling Shareholder, enforceable in accordance with its terms.
- 1.5 As of the date of this Agreement, the Controlling Shareholders are the legal and beneficial owners of the issued share capital of the Company as shown in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 1.6 The Controlling Shareholders (A) have fully and accurately disclosed and reported their interest in the H Shares (as described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular) under all applicable tax, securities and other laws, and (B) have fully paid and discharged all applicable taxes, fees, charges, duties, levies or other obligations to any government authority in relation to their interest in the Shares and all transactions and activities involving such interest.
- 1.7 The Controlling Shareholders are not entitled to any preemptive or similar rights to acquire the Offer Shares. There is no option, warrant, or other agreement or commitment obligating, or which may obligate, such Controlling Shareholders to sell H Shares or any other securities of the Company, and there are no securities held by the Controlling Shareholders convertible into or exchangeable for any equity securities of the Company.
- 1.8 The execution and delivery of this Agreement, the International Underwriting Agreement and the Operative Documents to which the Controlling Shareholders or any one of them is a party and any other document required to be executed by the Controlling Shareholders or any one of them pursuant to the provisions of this Agreement, the International Underwriting Agreement or any of the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or

thereof, do not and will not:

- 1.8.1 contravene any provision of the articles of association or other constituent or constitutional documents or the business license of each of the Controlling Shareholders (as applicable);
- 1.8.2 contravene, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of a lien, charge or Encumbrance on any property or assets of any of the Controlling Shareholders pursuant to (A) the Articles of association or other constituent or constitutive documents or the business license of such Controlling Shareholder (to the extent it is a company), or (B) any indenture, mortgage, charge, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, agreement, instrument or obligation to which any of the Controlling Shareholders is a party or by which any of the Controlling Shareholders is bound or any of his/her/its respective properties or assets is bound or affected;
- 1.8.3 contravene any judgment, order or decree of any Authority, agency or court having jurisdiction over any of the Controlling Shareholders; or
- 1.8.4 contravene any Laws to which any of the Controlling Shareholders is subject or by which any of the Controlling Shareholders or any of his/her/its respective properties or assets is bound.
- 1.9 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Controlling Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the execution or delivery by the Controlling Shareholders of this Agreement or the International Underwriting Agreement or the performance by the Controlling Shareholders of their obligations under this Agreement or the International Underwriting Agreement or the consummation of the transactions contemplated by this Agreement and 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.
- 1.10 None of the Controlling Shareholders is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) (for each Company Controlling Shareholder) its articles of association or other constituent or constitutive documents and its business license, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which he/it is a party or by which he/it or any of his/its properties or assets may be bound or affected, or (C) any Laws applicable to him/it or any of his/its properties or assets, except for such breach, violation or default in each cases of (B) and (C) above that would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change.
- 1.11 The obligations of the Controlling Shareholders under this Agreement are not subject to any condition precedent other than as specified in this Agreement.

2. INFORMATION PROVIDED

- 2.1 All information included in each of the the PHIP, Hong Kong Prospectus, the Preliminary Offering Circular and the CSRC Filings with respect to the Controlling Shareholders did not contain or will not contain an untrue statement of a material fact or did not omit or will not omit to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- 2.2 All information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) which is disclosed or made available by or on behalf of the Controlling Shareholders and/or any of their respective supervisors, directors, officers, employees, affiliates or agents to the SEHK, the SFC, the CSRC, any applicable Authority, the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants (as defined below), the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company or the Underwriters and the Capital Market Intermediaries or the Overall Coordinators for the purposes of the Global Offering and/or the Listing (including, without limitation, the answers and documents contained in or referred to in the Verification Notes (and any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date of this Agreement), the information, answers and documents used as the basis of information contained in each of the PHIP, the Hong Kong Public Offering Documents, the Preliminary Offering Circular or the CSRC Filings or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their obligations as sponsor under the Listing Rules and other applicable Laws (including the CSRC Rules), the information and documents provided for the discharge by the Underwriters, the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as Underwriter, an Overall Coordinator and/or a Capital Market Intermediary under the Code of Conduct and the Listing Rules and other applicable Laws (including the CSRC Rules), and the responses to queries and comments raised by the SEHK, the SFC, the CSRC or any applicable Authority) was so disclosed or made available in full and in good faith and was when given and remains complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made, and there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading. Each of the CSRC Filings is and remains complete, true and accurate and not misleading in all material respects, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.

3. LITIGATION AND OTHER PROCEEDINGS

- 3.1 Neither the Controlling Shareholders nor any person acting on his/her/its behalf has, to the extent applicable, taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or threatened to wind up, bankrupt, liquidate or dissolve itself, make itself dormant or eliminate itself.
- 3.2 Neither the Controlling Shareholders nor any person acting on his/her/its behalf has stopped or suspended payments of its debts, become unable to pay its debts or otherwise become insolvent.

4. MARKET CONDUCT

- 4.1 None of the Controlling Shareholders and their respective directors, officers, employees, agents, 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 Joint Global Coordinators and the Overall Coordinators have notified the Company that all of the International Offer Shares have been sold by the International Underwriters and the Capital Market Intermediaries, do or engage in,

directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the SEHK, the SFC or any other Authority including those in relation to bookbuilding and placing activities.

- 4.2 None of the Controlling Shareholders and their respective promoters, directors, supervisors, officers, employees, agents, or 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 or which has constituted or which might reasonably be expected to cause or result in stabilization (except pursuant to the Stock Borrowing Agreement) or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or the Capital Market Intermediaries or any person acting for them 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.

5. IMMUNITY

- 5.1 Under the Laws of the Hong Kong and the PRC, neither the Controlling Shareholders, nor any of his/her/its respective properties, assets or revenues is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment.

6. CHOICE OF GOVERNING LAW

- 6.1 The choice of law provisions set forth in this Agreement will be recognized and given effect to by the courts of Hong Kong and the PRC; each of the Controlling Shareholders can sue and be sued in his/her/its own name under the Laws of the PRC and Hong Kong; the waiver of immunity on the grounds of sovereignty or crown status or otherwise do not contravene the Laws of the PRC and Hong Kong and will be recognized and given effect to by the courts of the PRC and Hong Kong; the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong do not contravene the Laws of the PRC and are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong; service of process effected in the manner set forth in this Agreement will be effective to confer valid personal jurisdiction over the Company and the Controlling Shareholders; the arbitration agreement contained in this Agreement is a valid and effective agreement by the Company and the Controlling Shareholders to submit to arbitration; the agreement that each party to this Agreement shall defer any dispute to arbitration, and the agreement that the arbitration agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company and the Controlling Shareholders under this Agreement will be recognized and enforced by the courts of the PRC and Hong Kong subject to the uncertainty as disclosed in the section of each of the Application Proof, the PHIP, the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

7. PROFESSIONAL INVESTOR

- 7.1 Each Controlling Shareholder has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 7 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall refer to such Controlling Shareholder, and “we” or “us” or “our” shall mean the Joint Sponsors, the Joint Global Coordinators and the Overall Coordinators (on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries).

8. NO OTHER ARRANGEMENTS RELATING TO SALE OF OFFER SHARES

- 8.1 Except pursuant to this Agreement and the International Underwriting Agreement, none of the Controlling Shareholders 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, the International Underwriting Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular.
- 8.2 Neither the Company nor any of the other members of the Group, nor any Controlling Shareholder has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement and the Cornerstone Investor Agreements.
- 8.3 Neither the Company, any of the members of the Group or any of their respective directors nor any Controlling Shareholders, has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents and the Preliminary Offering Circular. None of the Controlling Shareholders, nor any director and officer of any Controlling Shareholders is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

9. ARRANGEMENTS WITH RELATED PARTIES

- 9.1 Save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no indebtedness (actual or contingent) and no contract or arrangement is outstanding between any member of the Group and any of the Controlling Shareholders or any company (excluding the members of the Group) or undertaking which is owned or controlled by any of the Controlling Shareholders (whether by way of shareholding or otherwise).
- 9.2 Save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the Controlling Shareholders represent that there are no connected transactions (as defined in the Listing Rules) between themselves and the Group that would require disclosure in the Hong Kong Public Offering Documents or the Preliminary Offering Circular.
- 9.3 All amounts of a non-trade nature due to each Controlling Shareholder (as applicable) by the Company and other members of the Group have been settled, and all guarantees provided to the Company and other members of the Group by any of the Controlling Shareholders and/or its close associates (excluding the Company and other members of the Group) have been released.

10. COMPLIANCE WITH BRIBERY, ANTI-MONEY LAUNDERING AND SANCTIONS LAWS

- 10.1 None of the Controlling Shareholders or any of their respective supervisor, director, officer, or, to the best knowledge of the Controlling Shareholders, agent, representative, employee or affiliate of the Controlling Shareholders, nor any person acting on behalf of any of them is

aware of or has, directly or indirectly, taken any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment of money, made, offered, promised or authorized (A) the payment of any money or the giving of anything of value to any Government Official or to any person under circumstances where a Group Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the offer, authorization, promise to pay, payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of the United States, Hong Kong, PRC or any other jurisdiction or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of the Company or the relevant member of the Group or Controlling Shareholders, and without prejudice to the foregoing, none of the Controlling Shareholders or any supervisor, director, officer, or to the best knowledge of the Controlling Shareholders, agent, representative, employee or affiliate of the Controlling Shareholders, nor any person acting on behalf of any of them is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable Anti-Corruption Laws (including, but not limited 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 Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti-Commercial Bribery of the PRC, the FCPA, the UK Bribery Act of 2010, as amended, and the rules and regulations thereunder, or any other Law of similar purpose and scope), and each of the Controlling Shareholders have conducted their businesses in compliance with Anti-Corruption Laws.

- 10.2 The operations of the Corporate Controlling Shareholders are, and at all times have been since the inception of each Corporate Controlling Shareholders, conducted in compliance with applicable financial record-keeping, reporting and all other requirements of the Anti-Money Laundering Laws; no action, suit, proceeding, investigation or inquiry by or before any Government Entity involving the Controlling Shareholders with respect to Anti-Money Laundering Laws is pending or threatened.
- 10.3 (A) None of the Controlling Shareholders or any supervisor, director, officer, nor, to the best knowledge of the Controlling Shareholders, agent, representative, employee or affiliate of the Controlling Shareholders, or any person acting on behalf of any of them, (i) has been or is a Person or has been or is owned or controlled by a Person that is the subject or target of any of the Sanctions Laws and Regulations nor located, organized or resident in a country or territory that is subject to a general export, import, financial or investment embargo under any Sanctions Laws and Regulations, or (ii) is engaged in any Sanctionable Activities; (B) except as disclosed in the PHIP, the Hong Kong Prospectus and the Preliminary Offering Circular, there have been no transactions, dealings or connections between the Company, any other member of the Group or any Controlling Shareholder, on the one hand, and any country, territory or Person subject to sanctions under any of the Sanctions Laws and Regulations or any Person in those countries or territories or which performs contracts in support of projects in or for the benefit of those countries or territories, on the other hand; (C) the Controlling Shareholders will cause the Company to use the proceeds from the Global Offering exclusively in the manner as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds”, and will ensure that the Company will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds (i) to any subsidiary, branch, joint venture partner or other Person for the purpose of financing or facilitating any activities or business of, with or in any Sanctioned Country or of or with any Person that is at the time of the financing or facilitating the subject or the target of any Sanctions Laws and Regulations, (ii) to fund or facilitate any activities or business in any Sanctioned Countries, or (iii) in any other manner that will result in a violation of Sanctions Laws and Regulations or involve any Sanctionable Activity under the Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering,

whether as International Underwriter, Hong Kong Underwriter, adviser, investor or otherwise); and (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the International Underwriting Agreement or the Operative Documents, the consummation of any other transaction contemplated under this Agreement, the International Underwriting Agreement or the Operative Documents, or the provision of services contemplated by this Agreement, the International Underwriting Agreement or the Operative Documents to the Company or the Controlling Shareholders will result in a violation (including, without limitation, by any individual or entity participating in the Global Offering, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations.

11. UNITED STATES ASPECTS

- 11.1 Other than as contemplated in this Agreement, none of the Controlling Shareholders, any of their “affiliates” (within the meaning of Rule 501(b) under the Securities Act), or any person acting on behalf of any of them (other than the Overall Coordinators, the Joint Global Coordinators and the Underwriters, or any of their respective affiliates or any person acting on their behalf, as to whom no such representation, warranty or agreement is given) (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of (i) any “general solicitation or general advertising” within the meaning of Rule 502(c) under the Securities Act or any other conduct involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) any “directed selling efforts” within the meaning of Rule 902 under the Securities Act; each of the Company, the Controlling Shareholders and their respective affiliates and any person acting on its or their behalf has complied with the offering restrictions requirement of under Rule 903 of the Securities Act.

12. CERTIFICATES FROM OFFICERS

- 12.1 Any certificate signed by any officer, director or representative of the Controlling Shareholders (if applicable) and delivered to the Joint Global Coordinators, the Overall Coordinators, the Joint Sponsors or any Underwriter and Capital Market Intermediary or any counsel for the Underwriters and the Capital Market Intermediaries in connection with the Global Offering shall be deemed to be a representation and warranty by any Controlling Shareholder, as to matters covered thereby, to each Joint Sponsor, Joint Global Coordinator, Overall Coordinator, Underwriter and Capital Market Intermediary.

SCHEDULE 3
CONDITIONS PRECEDENT DOCUMENTS

Part A

1. Five certified true copies of the resolutions of the Board (or a meeting of a duly authorized committee of the Board):
 - 1.1 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;
 - 1.2 approving the Global Offering and (subject to exercise of the Over-Allotment Option) any issue of Shares pursuant thereto;
 - 1.3 approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
 - 1.4 approving and authorizing the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong; and
 - 1.5 approving the Verification Notes.
2. Five certified true copies of the resolutions of the shareholders of the Company referred to in the section headed “Appendix VI – Statutory and General Information – Shareholders’ Resolutions” of the Hong Kong Prospectus.
3. Five signed originals or certified true copies of the compliance adviser agreement duly signed by the parties thereto.
4. Five signed originals or certified true copies of each service agreement or letter of appointment of each of the Directors.
5. Five certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.
6. Five certified true copies of the undertaking from the Controlling Shareholders to the Company and the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
7. Five printed copies of the Hong Kong Prospectus duly signed by two Directors or their respective duly authorized attorneys using digital signatures supported by a digital certificate recognized in Hong Kong and, if signed by their respective duly authorized attorneys, and the relevant powers of attorney.

8. Five certified true copies of each of the responsibility letters, statements of interests and the powers of attorney (except as already provided above) signed by each of the Directors.
9. Five certified true copies of each of the contracts referred to in the section of the Hong Kong Prospectus headed “Appendix VI – Statutory and General Information – Further information about our business – Summary of material contracts” (other than this Agreement) duly signed by the parties thereto.
10. Five copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus.
11. Five copies of the written confirmation from the SEHK authorizing the registration of the Hong Kong Prospectus.
12. Five copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).
13. Five signed originals of the accountants’ report from the Reporting Accountants dated the Hong Kong Prospectus Date, the text of which is contained in Appendix I to the Hong Kong Prospectus.
14. Five signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, Hong Kong Underwriters and CMIs and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall, inter alia, confirm the indebtedness statement contained in the Hong Kong Prospectus and comment on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group’s working capital contained in the Hong Kong Prospectus.
15. Five signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Hong Kong Prospectus.
16. Five signed originals of the memorandum on the profit forecast and the working capital forecast in connection with the Company’s profit forecast and sufficiency of working capital.
17. Five signed originals of the comfort letter from the Reporting Accountants, dated the date of the Hong Kong Prospectus and addressed to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters and the CMIs, in the agreed form, which letter shall cover the various financial disclosures contained in the Hong Kong Prospectus.
18. Five signed originals of the legal opinions of Jingtian & Gongcheng, legal advisers to the Company as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of (i) the properties

owned and leased by the Group in the PRC and (ii) the establishment, business and legal status of the Group under PRC laws.

19. Five signed originals of the legal opinions of Commerce & Finance Law Offices, legal advisers to the Joint Sponsors and the Underwriters as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs and the Overall Coordinators, the Hong Kong Underwriters and the CMIs and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of (i) the properties owned and leased by the Group in the PRC and (ii) the establishment, business and legal status of the Group under PRC laws.
20. Five signed originals of the legal opinions of Jingtian & Gongcheng, legal advisers to the Company as to PRC Laws in respect of data compliance, dated the Hong Kong Prospectus Date and addressed to the Company and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the compliance of the Group with the PRC data security laws and regulations.
21. Five signed originals of the legal opinions of Hogan Lovells, U.S. Export Control Legal Advisor of the Company, dated the Hong Kong Prospectus Date and addressed to the Company and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of U.S. export control law to the Company.
22. Five copies of the internal control report prepared by the Internal Control Consultant.
23. Five signed originals of the industry report of China Insights Industry Consultancy Limited, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
24. Five signed originals of the Verification Notes duly signed by or on behalf of each person to whom responsibility is therein assigned (other than the Joint Sponsors and the Overall Coordinators and the legal advisers to the Underwriters).
25. Five certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
26. Five certified true copies of the Registrar Agreement duly signed by the parties thereto.
27. Five certified true copies of the FINI Agreement.
28. Five certified true copies of the Articles of Association.
29. Five signed originals or certified true copies of each of the certificate given by the relevant translator relating to the translation of the Hong Kong Public

Offering Documents and a certificate by Toppan Merrill Limited as to the competency of the translator.

30. Five certified copies of each of the business license of the Company and the certificate of registration of the Company under Part 16 of the Companies Ordinance.
31. Five certified copies of the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).
32. Five signed originals or certified true copies of the letter from each of the experts stated in the section headed “Statutory and General Information – Other Information – Consents of experts” in Appendix VI to the Hong Kong Prospectus, dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.

Part B

1. Five signed originals of each of the comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to each of the Underwriters and bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to each of the Joint Sponsors and the Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover the various financial disclosures contained in each of the Pricing Disclosure Package and the Offering Circular.
2. Five signed originals of the bringdown comfort letter from the Reporting Accountants, dated the Listing Date and addressed to each of the Joint Sponsors and the Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover the various financial disclosures contained in the Hong Kong Prospectus.
3. Five signed originals of the legal opinion of Jingtian & Gongcheng, legal advisers to the Company as to PRC Laws, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
4. Five signed originals of the legal opinion of Cooley HK, legal advisers to the Company as to Hong Kong Laws, addressed to the Joint Sponsors and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
5. Five signed originals of the legal opinions of Cooley HK, legal advisers to the Company as to United States Laws, addressed to the Joint Sponsors and the representatives of the International Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

6. Five signed originals of the certificate of the chief executive officer of the Company, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement.
7. Five signed originals of the certificate of the chief financial officer of the Company, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants.
8. Five signed originals of the legal opinion of Clifford Chance, legal advisers to the Underwriters as to Hong Kong laws, addressed to the Joint Sponsors and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
9. Five signed originals of the legal opinions of Clifford Chance, legal advisers to the Underwriters to the United States laws, addressed to the Joint Sponsors and the representatives of the International Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
10. Five signed originals of the legal opinion of Commerce & Finance Law Offices, legal advisers to the Underwriters as to PRC laws, addressed to each of the Joint Sponsors and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
11. Five certified true copies of the letter from the SEHK approving the listing of the Shares.
12. Five certified true copies of the resolutions of the board of Directors or a duly authorised committee of the board of Directors approving, among other things, the basis of allocation and the allotment and issue of the Offer Shares to the allottees.
13. Five copies of the Form F (FFD004M) 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 Public Offering Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the White Form eIPO service at www.eipo.com.hk or by giving electronic application instructions through the CCASS Internet System (<https://ip.ccass.com>) complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records of such applications will have to be faxed to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) 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 its official chop 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 or Hong Kong Sub-underwriter's Applications.

SCHEDULE 5
THE CONTROLLING SHAREHOLDERS

Name	Contact details	Email
Ying Zhenkai (應臻愷)	(8621)34184898	kenying@pateo.com.cn
Shanghai Rujia Enterprise Management Partnership (Limited Partnership) (上海汝佳企業管理合夥企業 (有 限 合 夥)) (“ Shanghai Rujia ”)	(8621)34184898	pennydu@pateo.com.cn
Shanghai Jinlin Enterprise Management Partnership (Limited Partnership) (上海晉鄰企業管理合夥企業 (有 限 合 夥)) (“ Shanghai Jinlin ”)	(8621)34184898	pennydu@pateo.com.cn
Shanghai Chushui Yanguan Enterprise Management Partnership (Limited Partnership) (上海楚水燕關企業管理合夥企業 (有 限 合 夥)) (“ Shanghai Chushui ”)	(8621)34184898	pennydu@pateo.com.cn
Shanghai Miaolong Enterprise Management Partnership (Limited Partnership) (上海妙瀧企業管理合夥企業(有限合夥)) (“ Shanghai Miaolong ”)	(8621)34184898	pennydu@pateo.com.cn
Shanghai Fengwulin Enterprise Management Partnership (Limited Partnership) (上海鳳午麟企業管理合夥企業(有限合夥)) (“ Shanghai Fengwulin ”)	(8621)34184898	pennydu@pateo.com.cn
Shanghai Yingzhi Enterprise Management Partnership (Limited Partnership) (上海應知企業管理合夥企業(有限合夥)) (“ Shanghai Yingzhi ”)	(8621)34184898	pennydu@pateo.com.cn

夥)) (“Shanghai Yingzhi”)		
Shanghai Yehe Enterprise Management Partnership (Limited Partnership) (上海葉赫企業管理合夥企業 (有 限 合 夥)) (“Shanghai Yehe”)	(8621)34184898	pennydu@pateo.com.cn

SCHEDULE 6
ADVERTISING ARRANGEMENTS

The Formal Notice is to be published on the official website of the SEHK and the website of the Company on www.pateo.com.cn.

SCHEDULE 7
PROFESSIONAL INVESTOR TREATMENT NOTICE

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:
 - 1.1 a trust corporation having been entrusted with total assets of not less than HK\$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements issued to the trust corporation in respect of the trust(s) within the last 12 months;
 - 1.2 a high net worth individual having, alone or with associates on a joint account, a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months;
 - 1.3 a high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in custodian statements issued to the corporation or partnership within the last 12 months; and
 - 1.4 a corporation the sole business of which is to hold investments and which is wholly owned by any of the following persons (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who, alone or with associates on a joint account, falls within paragraph 1.2 above; and (iii) a corporation or partnership that falls within paragraph 1.3 above.

We have categorized you as a Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Professional Investor in relation to all investment products and markets.

2. As a consequence of your categorization as a Professional Investor, we are not required to fulfil certain requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the “Code”) and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.

2.1 Client agreement

We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.

2.2 Risk disclosures

We are not required by the Code to provide you with written risk warnings in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

2.3 Information about us

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

2.4 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

2.5 Information about clients

We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

2.6 Nasdaq–Amex Pilot Program

If you wish to deal through the SEHK in securities admitted to trading on the SEHK under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.

2.7 Suitability

We are not required to ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives.

2.8 Investor characterisation/disclosure of transaction related information

We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterisation and paragraph 8.3A of the Code relating to disclosure of transaction related information.

3. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.

4. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
5. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Professional Investor.
6. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.